

TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

THURSDAY, APRIL 20, 2017

Regular Meeting - 7:00 PM

Dr. Earl Metzler, II, Superintendent
Dr. Roxanne Wilson, Asst. Superintendent

Superintendent's Office
30 Greenough Road , Plaistow, NH
Gregory Spero, Chairman
Dr. Kim Farah, Vice Chairman

AGENDA – REVISED

1. **7:00 PM** Call to Order – Chair (15 minutes)
2. Roll Call – Clerk
3. Pledge of Allegiance
4. Election of Officers
5. Student Representative Report/Delegates and Individuals
6. Current Business
 - a. **7:15PM** Senate Page Presentation* – INFORMATIONAL (10 minutes)
 - b. **7:25PM** TLC at Sandown Central Principal – INFORMATIONAL (5 minutes)
 - c. **7:30PM** Donation – Project Hope – ACTION (5 minutes)
 - d. **7:35PM** Food Service Contract/Meal Account Balances – ACTION (15 minutes)
 - e. **7:50PM** Sound Study Bid Updates – ACTION (15 minutes)
 - f. **8:05PM** Policies (second read) – ACTION (30 minutes)
 - g. **8:35PM** Committee Assignments – ACTION (15 minutes)
 - h. **8:50PM** Union Memorandum of Understanding – ACTION (5 minutes)
 - i. **8:55PM** School Board Goals – INFORMATIONAL (5 minutes)
 - j. **9:00PM** Update on Batting Cages – INFORMATIONAL (5 minutes)
7. **9:05PM** Administrator's Report
 - a. Update on School Activities – INFORMATIONAL
8. **9:15PM** Personnel Report
9. **9:20PM** Committee Reports
10. **9:25PM** Reports of the School Board
11. **9:30PM** Approval of Minutes
 - a. April 6th meeting
12. Correspondence Folder
13. Vendor and Payroll Registers
14. **9:40PM** Other Business (if time permits)
15. Non-public (Litigation Update)
16. Future Dates

DATE	MEETING TYPE	LOCATION	TIME
May 4	Regular Board Meeting	SAU	7:00 PM
May 18	Regular Board Meeting	SAU	7:00 PM
June 1	Regular Board Meeting	SAU	7:00 PM
June 15	Regular Board Meeting	SAU	7:00 PM

The MISSION of the Timberlane Regional School District is to engage all students in challenging and relevant learning opportunities, emphasizing high aspirations and personal growth.

ADMINISTRATOR'S REPORT

Administrator's Report for April 20, 2017 School Board Meeting

1-3. OPEN MEETING *Self-explanatory.*

4. Election of Officers –*Per policy BDB, any vacancy in any of such offices may be filled at any meeting of the Board provided that all members of the Board have been notified prior to the meeting that the vacancy will be filled at such meeting. Mr. Spero will be resigning from the position of chair and a new chair will need to be nominated/elected.*

5. Student Representative/Delegates and Individuals – *self explanatory*

6. CURRENT BUSINESS

a. Senate Page Presentation – 10 minutes

High school student Cam Magner was asked by the board to present on his experience as Senate Page. Presentation scheduled for SLT pre-review on 4/19, thus won't be available until the meeting. INFORMATIONAL

b. TLC at Sandown Principal – 5 minutes

Dr. Metzler to introduce newly appointed TLC@SC Principal Jennifer Marino. INFORMATIONAL

c. Donation – Project Hope – 5 minutes

A representative from the high school will present a donation of \$2,000 for the Project Hope initiative. Policy KCD requires any donation in excess of \$500 be accepted by the school board. ACTION

d. Food Service Contract/Meal Account Balances – 15 minutes

Update on the process in securing a food service contract beginning 2017-18 school year and on meal account balances. Seeking direction from the board on meal account balances item (see policy DO and procedure DO-R). ACTION

e. Sound Study Bid Updates – 15 minutes

Update on the RFQ/bidding process of this project. Because this item will go out to bid at the direction of the board, the board shall be involved with the bidding/selection process. It's important to note that typical RFQ and bid selections are done under the purview of the Superintendent (see policy DJE). ACTION

f. Policies – 30 minutes

Second read on eight policies (GBN, GCA, GCB, GCCBC, GCEB, HP, HPA, JLIF). ACTION

g. Committee Assignments – 15 minutes

School board committee assignments to be finalized (see policy BDE). ACTION

h. Union Memorandum of Understanding – 5 minutes

Due to inclement weather the March 14th professional development day was cancelled. The unions and Superintendent have come to an agreement on how to make up the contractual time. Board approval is required. ACTION

i. School Board Goals – 5 minutes

Board members will be asked to submit goals for consideration for 2017-18. The item will be placed on the next agenda for final draft/approval. The 2016-17 goals are included in packet as reference. INFORMATIONAL

j. Update on Batting Cages – 5 minutes

The batting cages are scheduled for completion by April 21st. The board requested an update be provided on April 20th. Rodney Mills to present.

6-9. REPORTS

6. ADMINISTRATOR'S REPORT – Dr. Metzler to present

- a. Update on happenings and activities with each of the district schools (school report)*
- b. Dept. of Ed Compliance Status Report*
- c. Internal Controls Document*
- d. Risk Management Plan*

7. PERSONNEL REPORT – Dr. Metzler to present (if needed)

8. COMMITTEE REPORTS – Committee Chairs to update board on current initiatives.

9. REPORTS OF THE SCHOOL BOARD – Individual members to report on district matters.

10. APPROVAL OF MINUTES

Two sets: April 6th organizational and regular meeting minutes.

11. CORRESPONDENCE – please be sure to review the correspondence folder.

12. VENDOR AND PAYROLL REGISTERS – please be sure to review and sign vendor and payroll registers.

13. OTHER BUSINESS

- a. Danville Oil Storage Tank – Action Item*

14. NON-PUBLIC (litigation update, internal controls document)

15. FUTURE DATES

UPCOMING REGULAR MEETING AGENDAS

*This information is provided for informational purposes only. Agenda items are subject to change.
The official agenda will be distributed one week prior to its scheduled meeting.*

May 4, 2017	
Policies	
Tuition Rates for 2017-18	
Sound Study Bid Updates	
Food Service Contract	
NSBA Conference	<i>Report of conference</i>
School Board Goals	
Wetland Permits Update	
Project Hope Donation (\$2k)	

May 18, 2017	
Policies	<i>First read</i>
Surplus	
Federal Funding Authorization	
Suspension Authorization	
Summer Hours	

June 1, 2017	
Policies	<i>Second read</i>
Pickup Patrol Update	<i>Ken Henderson</i>
Summer Hiring Process	
Summer Facilities Projects Overview	

June 15, 2017	
Policies	<i>First Read</i>

Back-Burner List

Updated Org Chart	<i>Reflecting Campus</i>
Kindergarten Committee Report	
School Board Correspondence Process	
Adding Additional Board Meeting	<i>To address donations, awards, field trips</i>
Schedule July and August Meetings	

<p>Timberlane Regional School Board</p>	<p>Policy Code: BDB</p>
<p>Adopted: 01-01-83 Revised: 10-03-96 Revised: 12-03-98 Revised: 02-22-01 Revised: 09-20-01 Reaffirmed: 02-24-05 Revised: 06-06-13</p>	<p>Page 1 of 1</p>

BOARD OFFICERS

The officers of the School Board shall be a Chairperson and a Vice-Chairperson. The officers shall be elected at the annual organization meeting to serve until the next annual organization meeting or until a successor is elected. Any vacancy in any of such offices may be filled at any meeting of the Board provided that all members of the Board have been notified prior to the meeting that the vacancy will be filled at such meeting. The Superintendent is the chief executive officer and an ex-officio member of the Board and shall be the Executive Secretary ex-officio.

CHAIRPERSON:

The Chairperson shall have the right to vote on all matters before the Board. The chairperson shall consult with the Superintendent on the preparation of the agenda for each meeting, shall have authority to sign contracts and other instruments as approved by the Board in its name and on its behalf, and shall have such other powers and duties as the Board may from time to time determine.

VICE-CHAIRPERSON:

The Vice-Chairperson shall have the powers and duties of the Chairperson in his/her absence or for the duration of the disability, and such other powers and duties as the Board may from time to time determine.

The United States Senate Page Program

...

Fall 2016

History

The first Page ever appointed was by Daniel Webster in 1829

The residence hall the Pages live in now is called Daniel Webster Hall or as we liked to call it Webby

Congress had to create the program

The Senate created the Senate Program and the House created its Program

2 U.S.C. 88b-1 - Congressional Pages

The law that has been written to establish the Page Programs

Originally there was no supervision over the Pages

That was eventually established and residences were built as well as schools

Selection

Only 30 students are chosen around the country each semester (Fall, Spring, and Summer)

You have to be appointed by a United States Senator and then fit the academic requirements

A 3.0 GPA

You have to be the age of 16 by the time of swearing in as well as a Junior in High School

Each Senator's application process is different

School

- School starts at 6:15 am and ends an hour before the Senate Convenes, we were usually out by 8:30 am
- Every morning we had to be down stairs at 5:30 am dressed in full uniform (full suit and tie)
- Beds had to be fully made and nothing could be left out of place in the room, or you would receive demerits
- School consisted of 4 classes which length changes with the schedule of the Senate
- On average there was 8 hours of Homework per day, and no late work was accepted
- The grading scale was more stringent
 - A=100-94, B =93-85, C =84-75
- If your grade dropped to a C you were subject to dismissal from the program
 - You had 2 weeks from when your grade dropped to a C to try and get it up
 - In order to help, the Page School required Mandatory Study for those who were “slipping”
 - 2 hours every night from 7-9 silent monitored study
- At the end of each marking period a report would be sent out to: Your home, and home school, The Sergeant at Arms, your Sponsoring Senator, the Leader of your party, as well as the Secretary of the Senate

Work at the Senate

While at work my boss was the Cloakroom staff

We had a phone on the Senate Floor that the Cloakroom called if they needed us to do something

Set up a Senator's desk, go on a run, and anything else they needed

With the Senate in session we worked about 11-12 hours each day 5 days a week, sometimes more

If the Senate adjourned after 9 we had no homework, if the adjourned after 10 then we generally would not have school the next morning

We worked an hour off and an hour on throughout the day

When not working we were doing homework and studying in the back lobby

Residence

- Webster Hall consisted of a kitchen, 2 day rooms, a school, and bed rooms
- With weekends and some nights off we explored the city
- Each night we had to complete chores as a room
 - Boys had 4 to a room
 - Girls had 5 to a room
- We had weekly meetings and 1 dinner all together each week
- Other than that we were on our own for meals



Field Trips



Educational Field Trips:

- Newseum
- Mount Vernon
- Williamsburg and Jamestown
- Air and Space Museum
- Archives
- The White House
- Library of Congress
- Old and New Senate Chambers
- Brumidi Corridors
- Civil War Tour
- Gettysburg

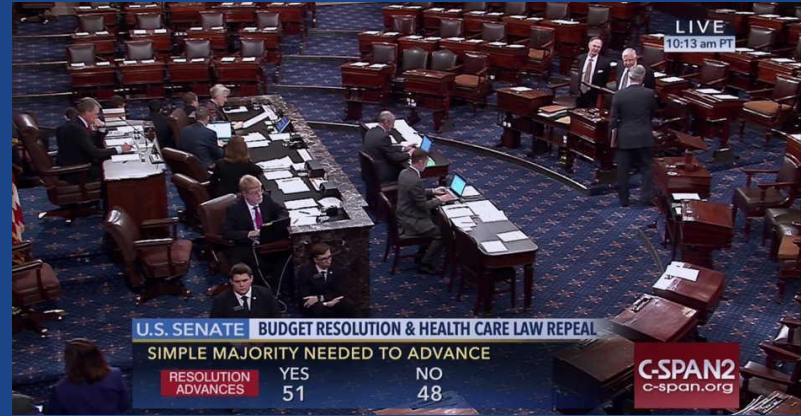
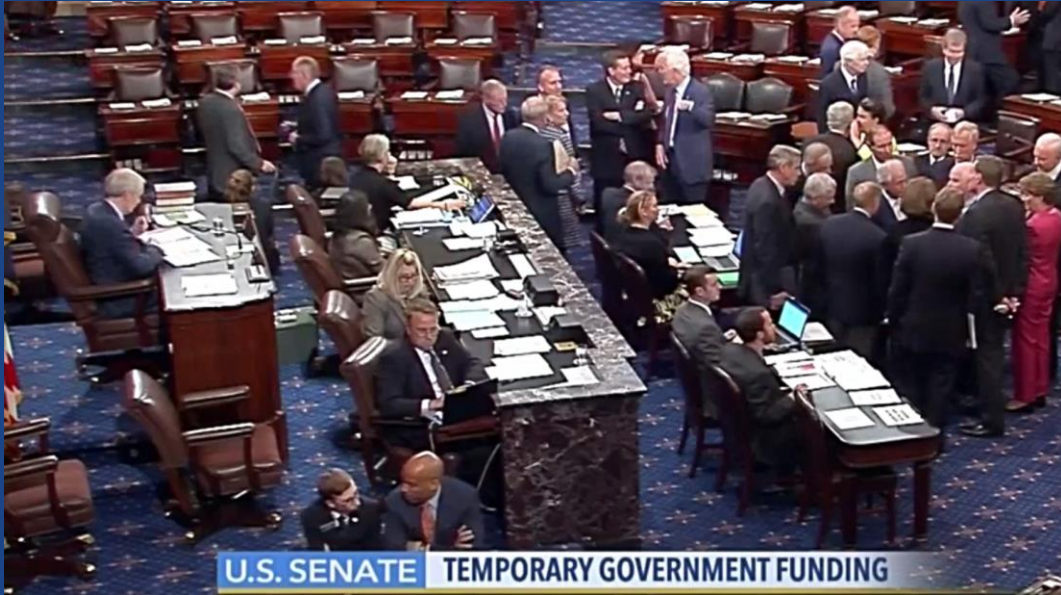
Work at the Senate

Morning Routine:

- Ride train to Capitol
- Set up Senate Chamber
- Work on Shift Schedule



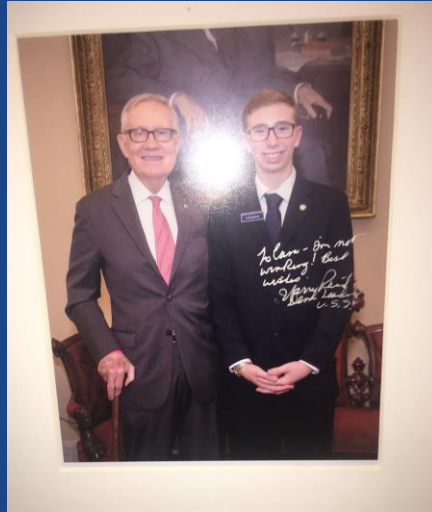
On the Senate Floor



Events



Events



Timberlane Regional School District	Policy Code: KCD
Adopted: 10-16-08 Re-affirmed: 10-06-16	Page 1 of 1

PUBLIC GIFTS AND DONATIONS

Gifts from organizations, community groups and/or individuals, which will benefit the District, shall be encouraged. A gift shall be defined as money, real or personal property and personal services provided without consideration.

Individuals or groups contemplating presenting a gift to a school or the district shall be encouraged to discuss in advance with the Building Principal or the Superintendent what gifts are appropriate and needed.

The Board reserves the right to refuse any gift that does not contribute to the achievement of the district's goals, or in which the ownership of the gift would tend to deplete the resources of the district. In determining whether a gift will be accepted, consideration shall be given to district policies, school district goals and objectives (with particular emphasis on the goal of providing equal educational opportunities to all students) and adherence to basic principles outlined in the regulation that accompanies this policy.

The Superintendent may accept gifts in the amount of \$500 or less. Gifts in excess of \$500 may only be accepted by the Board. Additionally, pursuant to RSA 198:20-b, gifts in the amount of \$5000 or more shall require the Board to hold a public hearing regarding any action to be taken with the gift. For gifts of less than \$5000, the Board will post notice of the gift in the agenda of the next regularly scheduled Board meeting and will include notice in the minutes of the meeting in which the gift is discussed. The acceptance of all gifts will be made in public session.

Any gift accepted shall become the property of the district, may not be returned without the approval of the Board, and is subject to the same controls and regulations as are other properties of the district. The Board shall be responsible for the maintenance of any gift it accepts.

At the time of acceptance of the gift, there will be a definite understanding with regard to the use of the gift, including whether it is intended for the use of one particular school or all schools in the district. The Board will make every effort to honor the intent of the donor in its use of the gift, but reserves the right to utilize any gift it accepts in the best interest of the educational program of the district. In no case shall acceptance of a gift be considered to be an endorsement by the Board of a commercial product or business enterprise or institution of learning.

It is the responsibility of the Superintendent or designee to process the appropriate forms to update inventory and to notify the donor of acceptance or rejection of a gift.

Timberlane Regional School District
Food Service RFP Update
April 14, 2017

Food Service RFP was published March 21, 2017 and advertised Sunday, March 26, 2017 in the Eagle-Tribune. The RFP was emailed or mailed directly to known vendors and vendors listed by the N.H. D.O.E.. The due date and bid opening is May 1, 2017 at 3pm.

A Food Service vendor walk-through occurred on April 10, 2017 at the High School, Middle School and Atkinson Academy . The tour was well attended with representatives from four vendors in attendance.

The Bid will be reviewed and evaluated by a district committee on a criteria communicated in the RFP.

Recommendations will be presented on May 4, 2017.

TIMBERLANE REGIONAL SCHOOL DISTRICT

**REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT COMPANY**

Response Date: 3:00PM on May 1, 2017

Timberlane Regional School District
Request for Proposal
Food Service Management

March 21, 2017

The TIMBERLANE REGIONAL SCHOOL DISTRICT (the "District") is accepting proposals for a FOOD SERVICE MANAGEMENT CONTRACT for the School District until 3:00PM on May 1, 2017. At this time, proposals will be opened in the administrative offices located at 30 Greenough Road, Plaistow, NH 03865.

All proposals must be clearly marked on envelope: FOOD SERVICES PROPOSAL – May 1, 2017 and should be sent or delivered to:

Timberlane Regional School District
Attn: Dr. Earl F. Metzler, II, Superintendent of Schools
30 Greenough Road
Plaistow, NH 03865

Proposals may be submitted up to 3:00PM on May 1, 2017. Any proposals submitted after that time will be disqualified and returned. Questions concerning the proposal may be directed to Geoffrey Dowd, Business Operations Coordinator, at 603-382-6119 ext. 2226 or by email at Geoffrey.Dowd@SAU55.net. All questions will be posted to the District website with the RFP.

A total of seven (7) facilities are served by the Food Service Management Company, consisting of four (4) full service elementary schools, one (1) satellite elementary school (Sandown Central/The Learning Center), a middle school and a high school. The District will host an *optional* Food Service Facilities Open House at the High School, Middle School and Atkinson Academy, with interested parties meeting at the **Timberlane Regional High School, 36 Greenough Road, Plaistow, NH 03865 on April 10, 2017 at 3:00PM on April 10, 2017** in order that interested parties may view the facilities.

Enclosed are our requirements and specifications.

At the date and time designated above by the District, all proposals will be opened in the administrative offices located at 30 Greenough Road, Plaistow, NH 03865, and subsequently evaluated. The District reserves the right to reject any and/or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the request for proposals, to require a modification of the contract terms at any time, and to select the bidder who, in the opinion of the District, will meet the best interests of the District, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. Under no circumstances will the district be responsible for the cost of preparing any bid or proposal. The District reserves the right to waive any and all guidelines herein and to reject any and all proposals if considered to be in the best interests of the District.

Thank you for your interest in the Timberlane Regional School District.

Sincerely,



George Stokinger

Business Administrator

SAU #55 / Timberlane Regional School District

Timberlane Regional School District
Request for Proposal
Food Service Management

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SECTION I: Instructions

1.1 Purpose of this request for proposal (RFP):

The organization or individual responding to this request will be referred to as the FSMC (Food Service Management Company) and the contract will be between the FSMC and Timberlane Regional School District (the "District").

This solicitation is for the purpose of entering into a contract for the operation of a food service program for the District. The District food service program may include any of the following programs: National School Lunch Program (NSLP), School Breakfast Program (SBP), Child and Adult Care Food Program (CACFP), and/or the Summer Food Service Program (SFSP). The FSMC will assume responsibility for the efficient management and consulting service of the food program including, but not limited to; menus, purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation. The program will include the use of federally donated commodities.

1.2 Response Date and Pre-Bid Conference

A copy of your proposal must be received at the District Business Office prior to **3:00PM on Monday, May 1, 2017**. Any proposal enroute, either in the mail or other locations in the School District, will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration.

1.3 Consideration and Award

The Timberlane Regional School District may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. All proposals shall include completed forms as provided by the District on Schedule E. The Timberlane Regional School District reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the request for proposals, to require a modification of contract terms at any time, and to select the bidder who, in the opinion of the District, will meet the best interests of the District, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.

1.4 Issuing Office

The District Business Office (BO) is the issuing office for this document and all subsequent addenda relating to it. The information provided herein is intended to assist the FSMC in the preparation of proposals necessary to properly respond to this Request for Proposal (RFP). The RFP is designed to provide interested FSMC's with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from. The FSMC's are at liberty and are encouraged to expand upon the specification details to evidence service capability under any agreement.

Questions related to any portion of this Request for Proposal should be directed in writing to the business office, emailed to Geoffrey.Dowd@SAU55.net (with positive email acknowledgement required) or sent via fax at 603-382-3334. Only written questions will be accepted. All questions and answers will be posted to the District website www.timberlane.net.

SECTION II – Qualifications

The following conditions must be met at a minimum and addressed in proposals:

- 2.1 The firm must be of sufficient size and expertise to furnish the resources needed to manage and continuously improve the food services operation. The qualification data shall be submitted by each contractor along with the sealed proposal.
 - a. Company must be licensed to do business in the state of New Hampshire.
 - b. The interested company must have been doing business for three consecutive years or more with school districts.
 - c. Any successful vendor must be willing to provide a performance bond for the amount of the total budgeted expenses of the food service program, should it be awarded. All bidders must include in their proposal a surety letter from an acceptable bonding or surety company indicating ability to obtain the performance bond.
 - d. Each company shall include financial statements from three operating units that most closely match the characteristics of the district.
 - e. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.
 - f. FSMC must provide Procurement Procedures to the District.
 - g. FSMC shall provide their written Code of Conduct to the District.
- 2.2 The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing and planning serving and dining areas; selecting and procuring commodities and food service equipment; nutrition; menu planning; on-site production; quality control; employee supervision; staff and management training; employee motivation; marketing; and public relations. The inclusion of model programs in these areas will be advantageous.
- 2.3 All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

SECTION III: Program Objectives

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives:

- 3.1 To provide an appealing and nutritionally sound school reimbursable meal and a la Carte program for students as economically as possible. In order to offer a la carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children.
- 3.2 To promote nutritional awareness and interface with the District's instructional programs in this area.
- 3.3 Increase participation at all levels of our program by improving food quality at the service point, by upgrading equipment and facilities, by seeking student and parent input, by successful menu variation and planning, by aggressive marketing techniques and by a strong emphasis on public relations.
- 3.4 Provide a management staff and structure, which will offer adequate expertise to ensure that the school food program is one of consistent top quality and of positive regard by students, staff and the public.
- 3.5 The District shall establish a formal structure (an advisory board) to routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible. The FSMC shall participate in this advisory board.
- 3.6 Establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service.
- 3.7 Provide a financial reporting system that meets federal and state requirements.
- 3.8 The FSMC shall be responsible for nutrition education activities, as applicable.

- 3.9 Provide District Administration with monthly operating statements and information regarding the food service program.

SECTION IV –Scope and Purpose

- 4.1 The District shall retain control of the quality, extent and general nature of the food service program and prices to be charged. 210.16(a)(4)
- 4.2 The District shall be entitled to all receipts of the food service program.
- 4.3 All gross income accruing to the District from the food service program shall remain in the program and be deposited by the FSMC into the school cafeteria fund accounts.
- 4.4 The FSMC shall be an independent contractor and not an employee of the District nor are the employees of the FSMC employees of the District.
- 4.5 The FSMC, as an independent contractor, shall have the exclusive right to operate the school food service program and/or special milk program.
- 4.7 The FSMC shall receive for its service an administrative/management fee provided its operation results in a break-even or profitable operation.
- 4.8 The FSMC shall comply with all state, local, and federal laws and regulations, including those requirements and regulations adopted by the Commissioner of Education and the United States Department of Agriculture and any conditions or amendments thereto. (as referenced in 7 CFR Parts 210, 215, 220, 245, 250 and FSN Instruction and Policy)
- 4.9 The District shall ensure that the food service operation is in conformance with the SFA’s agreement under the program.
- 4.10 The District shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation; and retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- 4.11 The District shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations.
- 4.12 The SAU/Business Office will determine the Debarment and Suspension status of an applying company by: (SAU choose one below)
- Checking the Excluded Parties List System (EPLS) (www.epls.gov/epli/search.doc)
 - Collecting a Debarment, Suspension, Ineligibility and Voluntary Exclusion certification (The SAU Office requires a new certificate for each subsequent renewal period.)
 - Include a Debarment Suspension clause in the contract as referenced in 7 CFR 3017.3.
- 4.13 The FSMC shall adhere to the Equal Employment Opportunity Act, as referenced in Part 3016.36(i).

SECTION V – Specifications

- 5.1 The District participates in the United States Department of Agriculture (USDA) National School Lunch Program. Commodity Food Program is available for use in the lunch program and it is the intent of the District that such items be included in the menus to the greatest extent possible.
- 5.2 It is required that the food service program will be self-supporting and a no-cost operation for the District, shall meet all requirements of the National School Lunch and School Breakfast Programs of the United States Department of Agriculture, and any other requirements promulgated by the state of New Hampshire, FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP, on-site costs, all food costs, value of commodities used and management fee. **If total FSMC costs exceed total revenue on an annual basis, the management fee portion of the total administrative/management fee shall be reduced by the**

amount of the overrun, and the FSMC shall be responsible for all operational losses exceeding the amount of its fee as well.

- 5.3 The contractor shall submit a budget to the Business Manager in March of each year, earlier if requested, to be used by the District in its budget process and to demonstrate its theoretical ability to meet the above requirement to be self-supporting. Meal prices shall be approved by the District. **The District shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program.**

SECTION VI – Equipment

- 6.1 The District shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC. The District shall not be responsible for loss or damage to equipment owned by the FSMC and located on the District premises. The FSMC shall notify the District of any equipment belonging to the contractor on District premises within ten (10) days of its placement on the District premises.
- 6.2 The District will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 6.3 The District shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws.
- 6.4 All food preparation and serving equipment owned by the District shall remain on the premises of the District.
- 6.5 The FSMC shall recommend to the District the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated District personnel that has repair responsibility.
- 6.6 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the District and comply with all applicable laws, ordinances, rules and regulations of Federal, State and local authorities.
- 6.7 The District shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.

SECTION VII – Facilities

- 7.1 The District shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- 7.2 The District shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The District is responsible for maintaining the facilities in a good state of repair and free from vermin.
- 7.3 The district may request additional food service programs from the FSMC, including at the discretion of the district, the provision of meals to other non-profit organizations under the NSLP, SBP, CACFP and/or SFSP.
- 7.4 The District retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the District may require that a member(s) of the food service staff designated by the resident manager be on duty, and be reimbursed. If the District approves the use of the facilities for extracurricular activities before or after the District's regularly scheduled meal periods, the District shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.
- 7.5 The District shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.

SECTION VIII – Sanitation and Safety

- 8.1** The District shall remove all garbage and trash from the designated areas. The FSMC shall place garbage and trash in appropriate containers in the designated areas. The FSMC shall cooperate in the District recycling program.
- 8.2** The District shall be responsible for cleaning of ducts and hoods, and floors in the dining, serving and kitchen areas, walls ceilings, and light fixtures; also, the tables and chairs in the cafeteria/dining area. The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- 8.3** The District shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 8.4** The FSMC shall comply with all Federal, State, and Local sanitation requirements in the preparation and service of food.
- 8.5** The FSMC shall maintain safety programs for employees as required by Federal, State, and Local authorities, including the FSMC’s corporate policies.
- 8.6** The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 8.7** The District shall maintain all applicable health certifications and assure that all State and local regulations are being met by the FSMC preparing or serving meals at the SFA facility.
- 8.8** The FSMC shall maintain all applicable State and/or local health certification(s) for the duration of the contract for any facility outside the school in which it proposes to prepare meals. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility.
- 8.9** The District shall be responsible for remedying any matter listed on a health inspection corrective action for the SFA facility.

SECTION IX – Employees

- 9.1** With the exception of existing District employees, the FSMC shall provide all employees and establish schedules, wage rates, and benefit programs. It is expressly understood that all presently employed FSMC food service employees will be given the opportunity to interview for positions within the District as employees of the FSMC. District employees will remain employees of the District.
- 9.2** The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker’s compensation and shall be solely responsible for any losses incurred by the District, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all employees. All food service employees shall comply with all rules of the District.
- 9.3** The FSMC and its employees shall comply with all wage and hours of employment requirements of Federal and State law, including the Contract Work Hours and Safety Standards Act, Part 3016.36(i). All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.
- 9.4** The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued there under and any additions or amendments thereto. The FSMC shall assure the Timberlane Regional School District that it is an Equal Opportunity Employer and does not discriminate on the basis USDA protected classes or any other classification protected by state and federal anti-discrimination statutes. The FSMC shall provide personnel for its obligations under the Contract who have the necessary qualifications.
- 9.5** The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.

- 9.6 The FSMC must provide a resident Food Service Director who will be approved by the contracting school authority and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the school lunch program. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or Board of Education meetings when food service matters are to be discussed.
- 9.7 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by District from time to time and which are furnished in writing to the FSMC.
- 9.8 The FSMC shall ensure that all food service employees comply with the rules of the New Hampshire Department of Education regarding fingerprinting and criminal background checks.
- 9.9 The FSMC shall ensure that all food service employees are in compliance with USDA Professional Standards.
- 9.10 The District shall ensure that all FSMC food service employees are in compliance with USDA Professional Standards. In addition, the District shall ensure that all District food service and non-food service employees that work within the meals program are in compliance with USDA Professional Standards.

SECTION X – Free and Reduced Lunch Policy

- 10.1 The written policy of the School Authority Unit (SAU)/District requiring feeding of students who qualify for free or reduced price lunches, shall apply to the FSMC’s food service operation. The policy is on file in the SAU/District Office. The SAU/District shall be responsible for the implementation of this policy.
- 10.2 The FSMC will be responsible in implementing policies covering free and reduced price meals and milk programs for those students designated by the contracting authority as meeting Federal and State agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the contracting authority so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate pupil participation records shall be maintained by the FSMC.

SECTION XI – Meals – Portions, Planning, and Purchasing

- 11.1 The FSMC shall recommend meal prices for approval by the SAU/District. The FSMC shall not alter the prices once approved without prior notice and approval by the SAU Business Office.
- 11.2 The District will provide a twenty-one (21) day cycle menu and a Daily Menu Pattern for the schools involved. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the Business Office (BO) and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.
- 11.3 The FSMC shall provide, upon request by the District/School/BO, any replacement menus to be reviewed by a school lunch committee.
- 11.4 The District shall provide detailed specifications for each food component or menu item as specified in 7 CFR Part 210. Specifications shall cover items such as grade, purchase, units, style, condition, weight, ingredients, formulations and delivery time. The minimum procurement specifications are listed on Schedule B and found within the Food Buying Guide. The FSMC shall adhere to these specifications.
- 11.5 The FSMC shall serve reimbursable meal pattern lunches pursuant to the National School Lunch Program. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (*reference 2016-2017-Schedule C*).
- 11.6 The FSMC will identify in the proposal that the meal approach used will be Traditional Food Based.
- 11.7 The FSMC shall promote maximum participation in the Child Nutrition Programs.

- 11.8 The FSMC shall provide condiments and utensils as needed.
- 11.9 The FSMC shall use the school facilities for the preparation of food to be served in the designated attendance areas.
- 11.10 The FSMC shall provide the method which delineates the cost allocation for special functions conducted outside the nonprofit school food service. The method should demonstrate that labor costs are not being double billed for program meals and special function meals.
- 11.11 The FSMC shall provide a breakdown of both Administrative Fees and Management Fees.
- 11.12 The FSMC shall provide a basis for fee adjustments.
- 11.13 If the FSMC is make the purchases for a cost-reimbursable contract, the prices that the FSMC charges the District must be reasonable and necessary.
- 11.14 The FSMC shall comply with the Buy American provision **as referenced in 7 CFR Part 250**.

SECTION XII – Federally Donated Commodities

- 12.1 All federally donated commodities received by the District and made available to the FSMC shall accrue only to the benefit of the District’s non-profit school food service program and shall be used therein.
- 12.2 The FSMC shall have records available to substantiate the use of federally donated commodities in reimbursable meal pattern meals.
- 12.3 The FSMC shall select, accept and use in as large quantities as may be used in school’s non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the school.
- 12.4 Title of products purchased or processed using federally donated commodities must remain within the District. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the school as a food cost.
- 12.5 The FSMC shall not use any USDA donated foods for special functions conducted outside the nonprofit school food service (e.g., catered meals).
- 12.6 The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.
- 12.7 Additional contract required language as a result of the Final Rule effective November 6, 2008, **as referenced in 7 CFR 250 Management of Donated Foods in Child Nutrition Programs**,
 - a. Contract Requirements and Procurement
 - i. All donated foods received for use by the recipient agency for the school year covered by the contract shall be used in the recipient agency’s food service.
 - ii. The FSMC will provide the following services in relation to commodity foods:
 - 1. Preparing and serving meals
 - 2. Ordering or selection of donated foods, in coordination with the recipient agency **as referenced in 7 CFR 250.52**
 - 3. Storage and inventory management of donated foods **as referenced in 7 CFR 250.52**
 - 4. Payment of processing fees and or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, **as referenced in subpart C of 7 CFR 250**
 - b. Crediting for, and use of, donated foods
 - i. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency’s meals service in a school year (including both entitlement

and bonus foods).

1. Including the value of donated foods contained in processed end products if the food service management company's contract requires the food service management company to procure processed end products on behalf of the recipient agency; or act as an intermediary in passing the donated food value in processed end products on to the recipient agency.
 - ii. The FSMC will credit for donated foods by disclosure, i.e., the food service management company credits the recipient agency for the value of donated foods by disclosing, in its billing for food costs submitted to the recipient agency, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the food service management company shall only bill the recipient agency for net allowable costs.
 1. The FSMC shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents
 - iii. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in the recipient agency food service.
 - iv. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the District's food service.
 - v. The FSMC shall assure that the procurement of processed end products on behalf of the District, as applicable, will comply with the requirements in subpart C of 7 CFR Part 250 and with the provisions of distrusting or District's processing agreements and will credit the District for the value of donated foods contained in such end products at the processing agreement value.
- c. Storage and inventory management of donated foods
- i. The FSMC must meet the general requirements **as referenced in** 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.
 - ii. If the contract terminates, and is not extended or renewed, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the recipient agency.
 - iii. The recipient agency must ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's meal service in the school year. The FSMC shall cooperate in this endeavor.
- d. Required contract provisions that must also be included in the RFP
- i. A statement that the FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year, and

including the value of donated foods contained in processed end products, in accordance with the contingencies **as referenced in 7 CFR 250.51(a)**.

- ii. The method used to credit the recipient agency for donated foods shall be crediting by disclosure, which will occur on billing documents submitted each month.
 - iii. The FSMC shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents.
 - iv. The FSMC will ensure compliance with the requirements **as referenced in** subpart C of 7 CFR part 250 and with the provisions of the distributing and or recipient agencies' processing agreements in the procurement of processed end products on behalf of the recipient agency, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
 - v. The FSMC will ensure the recipient agency that the food service management company will not itself enter into the processing agreement with the processor required **as referenced in** subpart C of 7 CFR 250.
 - vi. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
 - vii. The FSMC shall maintain records to document its compliance **as referenced in 7 CFR 250.54(b)**.
 - viii. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.
- e. Recordkeeping and reviews
- i. The FSMC must maintain the following records relating to the use of donated foods in its contract with the recipient agency:
 - 1. The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;
 - 2. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements **as referenced in 7 CFR 250.51(a)**, the value of donated foods contained in processed end products; and
 - 3. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.
 - ii. The recipient agency must ensure that the FSMC is in compliance with the requirements of this part through its monitoring of the food service operation, **as referenced in 7 CFR parts 210, 225, or 226**, as applicable.

- iii. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements **as referenced in 7 CFR 250.51(a)**, the value of donated foods contained in processed end products.

SECTION XIII – Food Inventory, Storage, and Procurement

- 13.1 The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. The District retains the right to verify these standards.
- 13.2 Ownership of beginning and ending inventory of food and supplies shall remain with the District. Ownership of all USDA commodities shall also remain with the District as required by regulations.
- 13.3 The FSMC shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with District's agreement with the Office of Donated Foods.
- 13.4 The FSMC and the SAU BO shall inventory the equipment and commodities owned by the SAU/District at the beginning of the contract year, including but not limited to flatware, trays, chinaware, glassware, kitchen utensils and food items.
- 13.5 The FSMC shall provide their written Code of Conduct/Employee Handbook to the SAU.
- 13.6 The FSMC shall provide their written Procurement Procedures to the SAU.

SECTION XIV – Financial Accounting, Reporting Systems and Records

- 14.1 The FSMC shall assume accountability and responsibility for:
 - (1) Daily bookkeeping and recording functions, including State and Federal reimbursement
 - (2) Weekly Profit and Loss Statements
 - (3) Monthly Profit and Loss Statements
 - (4) Annual Budgeting
 - (5) Perpetual Inventory – Costs and Controls
 - (6) Preparation of records for annual audit by District
- 14.2 The FSMC shall prepare information necessary for school lunch claims for reimbursement from State and Federal agencies and maintain such records, as the BO will need to support its claims for reimbursement under the Child Nutrition Program. The BO shall retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims for reimbursement. FSMC will be responsible for data entry of reimbursement claims on the State's claims system.
- 14.3 The FSMC will provide monthly and other reports to the SAU BO, which describe operating costs, meals per labor hour, meals served, etc.
- 14.4 The FSMC shall bill the SAU BO for the actual direct costs of operation incurred at the close of each month of program operation. **Such current payments will only be made to the extent a balance is available in the food service accounts.**
- 14.5 The District shall make payment within ten (10) days to the FSMC for the direct costs of operation plus management fee, after submission of an invoice.
- 14.6 The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- 14.7 The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the BO will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the BO no later than the 10th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 10th calendar day succeeding the month in which services were rendered. Reimbursement for direct expenses will only be allowed if previously included in the original or amended budget submitted to the district. The FSMC shall provide the BO with a year-end statement.

- 14.8** The SAU shall designate by name and title the employee whose responsibility it shall be to supervise and financially oversee the related operations of the FSMC. The monitoring shall be performed annually, and at the expense of the schools affected.
- 14.9** Books and records of the FSMC pertaining to the school feeding operations shall be available at the District for a period of three (3) years plus the current year from the end of the fiscal year to which they pertain, for inspection and audit by either Federal, State, or Local representatives and auditors. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
- 14.10** No payment shall be made for meals that are spoiled or unwholesome at time of delivery or do not otherwise meet the requirements of the contract. The BO will establish a reporting mechanism for record keeping of credits, if applicable.
- 14.11** Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.
- 14.12** The FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The frequency of reporting this information is subject to negotiation, monthly reports are preferred, but no less frequently than annually. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, The State agency, or the USDA.
- 14.13** The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the District's period of liability.
- 14.14** The FSMC shall identify the location where the records pertaining to the District shall be maintained while the contract is in effect, as well as for the required retention period.
- 14.15** The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate or in the case of other applicable credits, the nature of the credit. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits and must furnish such documentation, including contracts between the FSMC and their vendors, upon request to the school food authority, the State agency, or the Department.

SECTION XV – Licenses, Fees, Taxes

- 15.1** The BO shall obtain and post all applicable health permits for its facilities and assure that all State and local regulations are being met by the FSMC preparing or serving meals at a SFA facility.
- 15.2** The FSMC shall comply with all health and safety regulations required by Federal, State or Local law and shall have State or local health certification for any facility outside the schools in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at the SFA facility.
- 15.3** The FSMC shall comply with all building rules and regulations.

SECTION XVI – Performance & Proposal Bond

- 16.1** As a condition to entry into this contract, the successful vendor may provide to the District a performance bond equaling the budgeted expenses of the program. This performance bond will guarantee the vendor's faithful performance.
- 16.2** All bidders shall provide a surety letter from an acceptable bonding or surety company (company must be listed in the most recent US Department of Treasury Circular 570) indicating ability to obtain the performance bond. For the successful contractor, the performance bond **may** be required annually, in each year of the contract, to be submitted to the Business Office no later than July 15th, each year.

SECTION XVII –Insurance

The FSMC shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of New Hampshire with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts must be submitted at the time of award.

- 17.1** Comprehensive General Liability (\$1,000,000 Combined Single Limit) – includes coverage for:
- (1) Premises-Operations
 - (2) Products/Completed Operations
 - (3) Contractual Insurance
 - (4) Broad Form Property Damage
 - (5) Independent Contractors
 - (6) Personal Injury
 - (7) Employee Dishonesty
- 17.2** Automobile Liability - \$1,000,000 combined Single Limit
- 17.3** Worker's Compensation and Employer's Liability
1. Worker's compensation – Statutory
 2. Employer's Liability - \$500,000
- 17.4** The New Hampshire Board of Education and the Timberlane Regional School District shall be additional named insured's on Comprehensive General Liability, Auto, and Workers' Compensation (Employer's Liability Only) policies.
- 17.5** The contract of insurance shall provide for notice to the SAU BO of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- 17.6** The FSMC shall defend, save harmless and indemnify the Timberlane Regional School District and SAU #55, their respective Boards, their respective officers, agents, employees and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request For Proposal, and Purchase, Lease/Purchase or Contract Agreements. In addition, the FSMC agrees to indemnify and hold harmless the Board(s), SAU #55, and the Timberlane Regional School District and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.

SECTION XVIII – Contract Term, Renewal and Termination

- 18.1** The Contract will be for a period of one year (beginning July 1, 2017 and ending June 30, 2018) with the option for four additional one-year renewals. The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other.

- 18.2 Terms of the actual agreement with the successful FSMC will be developed through negotiation and shall be consistent with the rights reserved by the SAU and the District as described herein.
- 18.3 The contract shall become effective after July 1, 2017 and terminate on June 30, 2018. The contract may be extended by the District and the FSMC under the rules and regulations prescribed by the Commissioner of Education and Federal regulations, as prescribed by the United States Department of Agriculture.
- 18.4 The SAU/District or the FSMC may terminate the contract, for cause, including the FSMC's noncompliance with contract terms by giving sixty (60) days written notice by registered/return receipt requested mail.
- 18.5 Neither the FSMC nor the SAU/District shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, act of God, or any acts not within the control of either the FSMC or the SAU/District, and which by the exercise of due diligence it is unable to prevent.
- 18.6 The Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the per meal commodity foods reimbursement.
- 18.7 Recovery of prior year FSMC unreimbursed amounts from current year Food Service Program surpluses is not allowed.
- 18.8 The District will maintain contract provisions that allow for administrative, contractual or legal remedies in instances where the FSMC violates or breaches contract terms, and providing for such sanctions and penalties as may be appropriate. (exception: small purchases)

SECTION XIX – Special and General Conditions

- 19.1 The FSMC will comply with any Special and General Conditions attached hereto and in all respects made a part of this Request for Proposal. The RFP is incorporated and made a part of the Contract. In the event of a conflict between the terms of the Contract and the RFP, the terms of the contract shall prevail.
- 19.2 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the State of New Hampshire, and the local Department of Health. The FSMC will comply with the rules and regulations as set up by the SAU and with State and/or Town Laws, etc., covering and controlling food services at the facilities.
- 19.3 The FSMC must examine kitchens, cafeterias, receiving and storing areas where services are to be provided. Inspections of the sites should be arranged through the SAU BO.
- 19.4 The FSMC shall provide catering service, at mutually agreed upon prices, for District functions when requested.
- 19.5 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SAU with the final decision as to the alterations, changes or improvements reserved solely for the school/s.
- 19.6 Any silence, absence or omission from these specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- 19.7 The FSMC shall adhere to the Energy Policy and Conservation Act, as referenced in 2 CFR 200.

SECTION XX – Acceptance of Proposals and Awards

It is the intent of the District to accept the proposal that will best promote the public interest and is most advantageous to the District. The following criteria will be used in evaluating all proposals:

- 20.1 The quality of food service program and service to be provided. Shall include but not be limited to the twenty-one (21) day menu and menu format.
- 20.2 The demonstrated ability and experience of the FSMC to perform under the RFP terms and conditions.

- 20.3 Concepts of service and programs offered by the FSMC that will complement and enhance the school food service program.
- 20.4 The financial stability of the FSMC.
- 20.5 Corporate capability and experience. We will consider the corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of districts served, client retention and satisfaction, and references.
- 20.6 The qualifications and experience of the FSMC management personnel that are to be assigned to the public schools including resumes.
- 20.7 The FSMC demonstration of having a complete understanding of the District's Food Service Program and its service requirements.
- 20.8 Evidence of training programs for both management and hourly food service employees.
- 20.9 Evidence of a Nutrition Education/Awareness Program.
- 20.10 Evidence of a comprehensive food handling, housekeeping and sanitation program.
- 20.11 Evidence of an on-site, computerized accountability system, including inventory.
- 20.12 Proposed labor staffing patterns.
- 20.13 A marketing program including advertising, promotional and communications segments.
- 20.14 Budgets, financial proformas, including price and portion lists, catering prices and adult meal prices.
- 20.15 Merchandising and presentation programs.
- 20.16 Presentation of three to five-year plan for facility and equipment renovation upgrade and reimagizing.

The FSMC must submit with its proposal information regarding the above criteria.

SECTION XXI – PROPOSAL FORMAT AND CONTENTS

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must address the following:

- 21.1 The Letter of Transmittal should include:
 - 1) An introduction of the FSMC Company.
 - 2) The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the RFP.
 - 3) An expression of the FSMC's ability and desire to meet the requirements of the RFP.
 - 4) Any other information not appropriately contained in the proposal itself should also be included.
- 21.2 Provide an Executive Summary which:
 - 1) Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.
 - 2) Indicates any requirements that cannot be met by the FSMC.
 - 3) Highlights major features of the proposal and identifies supporting information considered pertinent.
 - 4) Details the financial parameters of the program.

In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.

21.3 Experience, References and Service Capability

- 1) Describe the FSMC's experience as managers and consultants of food service operations in general and public schools in particular.
- 2) Include a list of similar operations and locations where you are operating school district food service programs (a minimum of three (3) required). List name and phone number of the district manager capable of commenting on your firm's performance. Also include a list of lost accounts and the reason for such during the last five (5) years.
- 3) Include a resume or listing of your requirements for the proposed Resident Food Service Director for the District.

- 4) Include the resume and background of person who will supervise the work of the Resident FSMC and how your company will ensure the best performance.
- 5) Include a table of company organization and a plan for the management, supervision and staffing proposed under this contract.
- 6) Describe your company's plan to recruit and retain qualified personnel, including (but not limited to) bonuses, awards, and/or contests, incentives, etc.
- 7) Company organization including all positions that are non-school based.

21.4 Financial Condition

Provide data to indicate the financial condition of the company. Provide an audited financial statement for the last three (3) years.

21.5 Accounting and Reporting Systems

- (a) Describe complete accounting procedures you would use for:
 1. Inventory Control
 2. Method of recording, checking and reporting sales
 3. Internal control of cash handling
 4. Internal audit systems
 5. All regular accounting forms used with detailed explanations
 6. All regular reports used with detailed explanations
- (b) Provide examples of the reports you will provide the SAU and the frequency of each. List other assistance you will provide the District (and costs, if extra).

21.6 Personnel Management and Training

- a) Describe your company's personnel management philosophy, particularly regarding resident managers and their relationship to existing staff at your other sites?
- b) Describe training and development programs you will provide for employees and management personnel.
- c) Explain how your firm attempts to improve employee morale and reduce turnover.
- d) Explain how your firm attempts to improve employee evaluation (include forms) and disciplinary action methods.
- e) Description of proposed benefits package for employees.
- f) Describe what company employee is responsible for assuring that nutritional requirements are met.

21.7 Innovation and Promotion of the School Lunch Program

- a) How would your lunch program in the school/s differ from current operations? Describe the costs and benefits of your proposed changes.
- b) Describe how you would implement changes. Include a staffing model if different from current staffing.
- c) How would you involve employees to use their expertise and experience in making future innovations?
- d) Provide examples of intended service and merchandising programs.
- e) What is your philosophy regarding promotion (increasing awareness and participation) of the school lunch program? How would you implement this philosophy in effected schools?

21.8 Involvement of Students, Staff and Patrons

What is your philosophy and plan regarding involvement of students, teachers, building administrators and parents in program evaluation and selection of menus, discussion of nutritional issues, etc.? Give examples, by client, of your efforts and results.

21.9 Menu Selection Use of Commodities, Food Quality and Portion Size

- a) Describe your philosophy for each of the following:
 1. Menu selection (include menus you will implement)
 2. Use of commodity food

- 3. Food Quality
- 4. Portion Quantities
- b) Actual menus to be implemented.
- c) Provide a listing of a la carte items and proposed prices.

21.10 Cost Information

- a) List and describe any and all costs to the school/s for any management fees to be charged, flat rate or on a per meal basis, for profit, overhead and other off-site costs not otherwise paid by the school/s.
- b) If consulting services are not covered in management fees, list those services along with the extra charges.
- c) List payment terms and arrangements.
- d) Complete budgeted financial forms provided in Schedule E and make sure a summary of the following is included.
 - 1. Financial Budget Projections
 - 2. Income Summary
 - 3. Labor cost summary: Management/Administrative/Clerical
 - 4. Individual School Labor Cost Summary
 - 5. Miscellaneous Expense Summary
- e) The FSMC must provide the method which delineates the cost allocation for special functions conducted outside the nonprofit school food service. The method should demonstrate that labor costs are not being double billed for program meals and special function meals.
- f) The FSMC must provide a method that will identify the expenses incurred for, and revenue received from, non-program foods.

21.11 Performance & Proposal Bond

Provide a surety letter of intent or equal from a bonding company which demonstrates your company's ability to acquire a performance bond for the amount of the contract should it be awarded.

- a) **While negotiating contract terms is acceptable, potential contractors are not permitted to draft contract terms and conditions. Per USDA guidance this position is consistent with Sections as referenced in 3016.36(b) and 3016.60(b).**

21.12 Submission of Proposal

- a) Portions of the proposal shall be submitted on the blank financial forms provided by the SAU BO.
- b) Clarification of interpretation must be made to the District prior to submission of a proposal.
- c) Please submit five (5) copies of the proposal.

SECTION XXII – EVALUATION OF PROPOSALS

22.1 Proposal Evaluation Criteria

- A. Proposal will be evaluated by a committee against the following criteria with assigned weights as indicated. Each area of the evaluation should be addressed in detail in the proposal.

<u>Weight</u>	<u>Criteria</u>
20 points	Budget
15 points	Experience, References and Service Capability
5 points	Accounting and Reporting Systems
10 points	Financial Condition
10 points	Personnel Management and Training
5 points	Innovation, Promotion, Marketing and Merchandising of the School Lunch Program
5 points	Involvement of Student, Staff, Patrons and the community

10 points	Menus, Concepts of Service, Commodities, Food Quality & Portion Size
5 points	Recommended Staffing
5 points	Clear Methodology on Return of Discounts, Rebates & Credits
5 points	Code of Conduct
5 points	Procurement Procedures

22.2 Oral Presentation

An oral presentation by an FSMC to supplement a proposal may be required. These presentations, if required, will be scheduled by the BO subsequent to the receipt of proposals and prior to the award.

22.3 Proprietary Information

The FSMC's are requested to mark any specific information contained in their proposal, which is not to be disclosed to the public, or issued for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

22.4 Site Visits to Proposers

A total of seven (7) District facilities are served by the FSMC. The District will host an optional Food Service Facilities Open House at the High School, Middle School and Atkinson Academy (as representative of all elementary facilities), with interested parties meeting at the Timberlane Regional High School, 36 Greenough Road, Plaistow, NH 03865 on **Monday, April 10, 2017 at 3:00pm** in order that interested parties may view the facilities.

SCHEDULE A
COST RESPONSIBILITY SURVEY

FOOD	FSMC	DISTRICT
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoice	X	
USDA Administrative Charges	X	
USDA Processing Charges	X	
USDA Delivery Charges	X	
LABOR/DISTRICT	FSMC EMPLOYEES	DISTRICT EMPLOYEES
Payment of Hourly Regular Full-Time Wages	X	XX
Payroll Taxes of Hourly Employees	X	XX
Fringe Benefits and Insurance of Hourly Employee	X	XX
Preparation of Hourly Employees Payroll	X	XX
Processing of Hourly Employees Payroll	X	XX
Workers' Compensation for Hourly Employees	X	XX
ADDITIONAL ITEMS	FSMC	DISTRICT
China/Silver/Glassware – Original Purchase to Inventory Level Required for Operation		XX
China/Silver/Glassware – Replacement During Operation	X	
Telephone – Local		XX
Telephone – Long Distance		XX
Removal of Trash and Garbage from Kitchen		XX
Removal of Trash and Garbage from Premises		XX
Replacement of Expendable Equipment (Pots, Pans, etc.)	X	
Replacement of Non-Expendable Equipment		XX
Products and Public Liability Insurance	X	
Cost of Repairing Equipment		XX
Uniforms	X	
Ticket Printing	X	
Local Travel (Intra-School and Banking Reimbursement)	X	

SCHEDULE A (cont.)
COST RESPONSIBILITY SURVEY

SUPPLIES	FSMC	DISTRICT
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
Menu Paper and Printing	X	
Postage	X	
Taxes/Licenses	X	
Pest control		XX
Utilities		XX
CLEANING	FSMC	DISTRICT
Ceiling, Light Fixtures and Fans		XX
Dishwashing	X	
Equipment	X	
Hoods		XX
Floors		XX
Rest Rooms		XX
Vent from Hoods to Outside		XX
Walls		XX
Kitchen/Serving Area Equipment	X	
Cafeteria/Serving Area Equipment		XX
Dining Area/Tables and Chairs		XX

SCHEDULE B
PROCUREMENT SPECIFICATIONS

MINIMUM REQUIREMENTS

Dairy Products	Grade A
Meat	USDA Grade Choice
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruit & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be Manufacturer's dated for freshness
Milk	Grade A
Ice Cream	Grade A

SCHEDULE C
PRICE LIST 2016 - 2017

Elementary Schools:

Breakfast Reduced	\$0.30
Breakfast Full Price	\$1.50
Breakfast Adult	\$2.00
Lunch Reduced	\$0.40
Lunch Full Price	\$2.50
Lunch Adult	\$4.00
Milk	\$0.50

Middle School:

Breakfast Reduced	\$0.30
Breakfast Full Price	\$1.75
Breakfast Adult	\$2.00
Lunch Reduced	\$0.40
Lunch Full Price	\$3.00
Lunch Adult	\$4.00
Milk	\$0.50

High School:

Breakfast Reduced	\$0.30
Breakfast Full Price	\$1.75
Breakfast Adult	\$2.00
Lunch Reduced	\$0.40
Lunch Full Price	\$3.25
Lunch Adult	\$4.00
Milk	\$0.50

SCHEDULE D
ENROLLMENT/SERVING TIMES

Lunch, milk and snack food will be provided in accordance with the terms and conditions of the food service specification at the following locations:

SCHOOL NAME	ENROLLMENT	SERVING TIMES	
Atkinson Academy	289	<i>Breakfast:</i>	8:10 through 8:25
		<i>Lunch:</i>	11:25, 11:45, 12:00 & 12:20
Danville Elementary	240	<i>Breakfast:</i>	8:20
		<i>Lunch:</i>	11:15, 11:40, 12:00, 12:20 & 12:40
Pollard Elementary	418	<i>Breakfast:</i>	8:10 through 8:30
		<i>Lunch:</i>	10:55, 11:20, 11:50, 12:15 & 12:40
The Learning Center (TLC) at Sandown Central	38	<i>Breakfast:</i>	No demand
		<i>Lunch:</i>	11:45 & 12:00
Sandown North Elementary	348	<i>Breakfast:</i>	8:15
		<i>Lunch:</i>	11:00, 11:30, 11:50, 12:20 & 12:45
Timberlane Regional Middle School	821	<i>Breakfast:</i>	7:00 through 7:30
		<i>Lunch:</i>	10:30, 10:40, 10:55, 11:20, 11:30, 11:40, 12:15, 12:30 & 12:45
Timberlane Regional High School	1,175	<i>Breakfast:</i>	7:00 through 7:20
		<i>Lunch:</i>	10:20, 10:47, 11:12 12:04 & 12:32

Note: The schedule provided is for serving times on a normal school day. Schedules will vary on days when the schools have a modified schedule such as early dismissal days, professional development days, school assembly days, or any other situation that may disrupt normal meal serving times.

SCHEDULE E
FINANCIAL SCHEDULES
OPERATING STATEMENT

PROJECTED REVENUE

Cafeteria Sales: (Lunch)

Student Meals:

_____ Elementary Schools @ \$ _____ = \$ _____

_____ Middle School @ \$ _____ = \$ _____

_____ High School @ \$ _____ = \$ _____

Student Reduced Price: _____ @ \$ _____ = \$ _____

Student A la Carte: _____ = \$ _____

Adult Meals:

Adult Lunches: _____ @ \$ _____ = \$ _____

Adult A la Carte: _____ = \$ _____

Cafeteria Sales: (Breakfast)

Student Meals:

_____ Elementary Schools @ \$ _____ = \$ _____

_____ Middle School @ \$ _____ = \$ _____

_____ High School @ \$ _____ = \$ _____

Student Reduced Price: _____ @ \$ _____ = \$ _____

Special Functions:

Other Income / Special Functions: _____ = \$ _____

Subtotal Sales \$ _____ (A)

Anticipated Reimbursement Federal & State: (Lunch)

_____ Paid Meals @ \$ _____ = \$ _____

_____ Reduced Price @ \$ _____ = \$ _____

_____ Free @ \$ _____ = \$ _____

Subtotal Lunch Reimbursement \$ _____ (B)

Anticipated Reimbursement Federal & State: (Breakfast)

_____ Paid Meals @ \$ _____ = \$ _____

_____ Reduced Price @ \$.30 = \$ _____

_____ Free @ \$ _____ = \$ _____

Subtotal Breakfast Reimbursement \$ _____ (C)

Total Income (A+B+C) \$ _____

**SCHEDULE E (cont.)
PROJECTED EXPENSES**

FOOD

Student Lunches	_____ Meals	@ \$ _____ =	\$ _____
Student Breakfast	_____ Meals	@ \$ _____ =	\$ _____
Adult Lunches	_____ Meals	@ \$ _____ =	\$ _____
Employee Lunches	_____ Meals	@ \$ _____ =	\$ _____
A la Carte			\$ _____
Special Functions			\$ _____
USDA Processing Charges			\$ _____
USDA Commodity Value			\$ (_____)

Net Food Cost

\$ _____ (D)

LABOR

Hourly Wages: (Employee schedules, work hours and rates of pay must be attached.)

Administration/Clerical	\$ _____
Food Service Workers	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

Salaries: (Employee schedules, work hours and rates of pay must be attached.)

Management	\$ _____
Other: _____	\$ _____

Total Labor Expenses

\$ _____ (E)

Other Payroll Costs:

Employee Fringe Benefits	\$ _____
--------------------------	----------

OTHER EXPENSES

Auto Allowance	\$ _____
Cafeteria Supplies (paper, cleaning, etc.)	\$ _____
Commodity Delivery	\$ _____
General support and administrative expense	\$ _____
Depreciation	\$ _____
Equipment Rental	\$ _____
Insurance	\$ _____
Menu/Ticket Printing	\$ _____
Office Supplies	\$ _____
Performance Bond	\$ _____
Physicals	\$ _____
Promotions	\$ _____
Replacements	\$ _____
Stationery/Postage	\$ _____
Telephone	\$ _____
Uniforms/Laundry	\$ _____
Manuals	\$ _____
Miscellaneous	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

Total Other Expenses

\$ _____ (F)

SCHEDULE E (cont.)
PROJECTED EXPENSES

MANAGEMENT FEE

Flat Rate \$ _____ (G)
OR

Cents Per Meal (Complete Calculation Below) \$ _____ (G)

Cents Per Meal Calculation:

*Student Annualized Meals _____ @ \$ _____ = **Total Management Fee** \$ _____

Total number of reimbursable meals _____

**Annualized A la Carte

Meal Equivalent = The total \$ value of a la carte and Adult meals divided by the
(Current free lunch reimbursement rate + per meal commodity foods reimbursement) = _____

EXPENSE TOTAL \$ _____
(D+E+F+G)

PROFIT/LOSS (SUBSIDY) \$ _____

*Student Annualized Meals = the number of Reimbursable meals + ((the \$ amount of adult and a la carte sales) divided by (the Current free lunch reimbursement rate + the per meal commodity foods reimbursement)).

**In accordance with Section 18.6 of this RFP the Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity foods reimbursement rate.

SUMMARY

- | | |
|--|----------|
| 1. Projected annual subsidy by board not to exceed the amount of | \$ _____ |
| 2. Are labor cuts anticipated/factored into this proposal? | YES NO |
| 3. Is the price of the student lunch increased? | YES NO |
| 4. Are the prices for Ala Carte items changed? | YES NO |
| 5. Have you made a physical inspection of all school facilities and found all facilities and equipment to be satisfactory? | YES NO |
| 6. Identify any clauses or conditions that would change the bottom line. | |
| 7. Identify and include a prioritized listing of any major new equipment you feel is desirable for this contract. | |
| 8. What would you suggest in dealing with competitive food sales through school stores? | |

State the percent and amount of increase in the management and administrative fees or indicate if your company chooses to use the Consumer Price Index:

CPI _____ (yes or no)

If no then fill out the following:

Year 2	_____ %	\$ _____
Year 3	_____ %	\$ _____
Year 4	_____ %	\$ _____
Year 5	_____ %	\$ _____

SCHEDULE E (cont.)
PROJECTED EXPENSES
ADMINISTRATIVE FEE

Flat Rate \$ _____ (H)
OR

Cents Per Meal (Complete Calculation Below) \$ _____ (H)

Cents Per Meal Calculation:

*Student Annualized Meals _____ @ \$ _____ =Total Administrative Fee \$ _____

Total number of reimbursable meals _____

**Annualized A la Carte

Meal Equivalent = The total \$ value of a la carte and Adult meals divided by the
(Current free lunch reimbursement rate + per meal commodity foods reimbursement) = _____

EXPENSE TOTAL \$ _____
(D+E+F+G+H)

PROFIT/LOSS (SUBSIDY) \$ _____

*Student Annualized Meals = the number of Reimbursable meals + ((the \$ amount of adult and a la carte sales) divided by (the Current free lunch reimbursement rate + the per meal commodity foods reimbursement)).

**In accordance with Section 18.6 of this RFP the Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity foods reimbursement rate.

SUMMARY

- | | |
|---|-------------|
| 9. Projected annual subsidy by board not to exceed the amount of | \$ _____ |
| 10. Are labor cuts anticipated/factored into this proposal? | YES NO |
| 11. Is the price of the student lunch increased? | YES NO |
| 12. Are the prices for Ala Carte items changed? | YES NO |
| 13. Have you made a physical inspection of all school facilities and found all facilities and equipment to be satisfactory? | YES NO |
| 14. Identify any clauses or conditions that would change the bottom line. | |
| 15. Identify and include a prioritized listing of any major new equipment you feel is desirable for this contract. | |
| 16. What would you suggest in dealing with competitive food sales through school stores? | |

State the percent and amount of increase in the management and administrative fees or indicate if your company chooses to use the Consumer Price Index:

CPI _____ (yes or no)

If no then fill out the following:

Year 2	_____ %	\$ _____
Year 3	_____ %	\$ _____
Year 4	_____ %	\$ _____
Year 5	_____ %	\$ _____

SCHEDULE F
REIMBURSEMENTS RATES TO BE USED BY ALL FSMC'S

The following are the reimbursement rates to be used in completing Schedule E:

1. Federal Reimbursement Rates (Reimbursable Meals):

Breakfast

Full Price (Paid) -	@ -	\$ 0.29
Reduced -	@ -	\$ 1.41
Free -	@ -	\$ 1.71

Lunch

Full Price (Paid) -	@ -	\$ 0.36
Reduced -	@ -	\$ 2.82
Free -	@ -	\$ 3.22

2. State Reimbursement Rates (Reimbursable Meals):

Breakfast

All Meals -	@ -	\$ 0.03
-------------	-----	---------

[State Match Payments (*includes free, reduced-price and paid reimbursable meals*)]

3. Commodity Entitlement

Per Reimbursable Meal	@ -	\$ 0.23
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ADDENDUMS

Non - Collusive Statement
Food Service Program
Public Schools

By submission of this proposal, the FSMC certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person, partnership or corporation to submit or not to submit a proposal.
- d. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- e. That below is a certified copy of the resolution authorizing the execution of this certificate by the signator of this proposal on behalf of the corporate proposer.

Typed or printed name of signator

Typed or printed name of person authorized to submit this proposal

Signature of person authorized to submit this proposal

Title

Date

Resolve that _____ be authorized to sign and
(name)

submit the proposal of this corporation _____ for the Food Service
(name)

Management Program at the Timberlane Regional School District Schools.

Certificate of Independent Price Determination

Both the School Food Authority and the Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

	Timberlane Regional School District
Name of Food Service Management Company	School Food Authority

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company Certifies that:

- (1) He or she is the person in the offeror’s organization responsible within the Organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

	Title	Date
Signature of Food Service Management Company’s Authorized Representative		

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action, which may have jeopardized the independence of the offer referred to above.

	Title	Date
Signature of School Food Authority’s Authorized Representative		

Note: Accepting a bidder’s offer does not constitute award of the contract.

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Printed Name/Title of Submitting Official

Signature of Submitting Official

Title

DISCLOSURE OF LOBBYING ACTIVITIES

Addendum D

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. Bid/offer/application b. Initial award c. Post-award</p>	<p>3. Report Type: _____</p> <p>a. Initial filing b. Material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p> <p>(Attach Continuation Sheet(s))</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10,a.) (last name, first name, middle)</p> <p>SF-LLL-A if Necessary)</p>	
<p>11. Amount of Payment (check all that apply): \$ _____</p> <p>_____ Actual _____ Planned</p>	<p>13. Type of payment (check all that apply):</p> <p>_____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>_____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

SF-LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
SF-LLL-A**

Reporting entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative payment amount made/planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, D.C. 20503.

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS OF REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in anyone year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

(NAME OF FOOD SERVICE MANAGEMENT COMPANY)

Timberlane Regional School District ("School Food Authority")

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SIGNATURE OF FOOD SERVICE MANAGEMENT COMPANY'S AUTHORIZED REPRESENTATIVE

TITLE

DATE

SIGNATURE OF SCHOOL FOOD AUTHORITY'S AUTHORIZED REPRESENTATIVE

TITLE

DATE

S A M P L E

ENERGY POLICY AND CONSERVATION ACT
CONTRACT ADDENDUM

_____ agrees to comply with the
Food Service Management Company (FSMC)

Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

For (Name of FSMC)

For the Board of Education

Signature

Signature

Title

Title

Date

Date

EXHIBIT A

Reimbursement Claims for Last 12 Months

Supplement to Claim for Reimbursement, National School Lunch, Breakfast, Milk & Snacks Programs
August, 2015

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	316	308	4	4	-	47	16	435	498	8	4	49	61
55-22745 Danville Elementary School	236	232	4	4	-	125	17	223	365	65	15	22	102
55-22765 Pollard Elementary School	423	415	4	4	-	213	27	541	781	69	-	49	118
55-22775 Sandown Central School	28	28	4	4	-	-	-	10	10	-	-	-	-
55-27910 Sandown North Elementary School	343	340	4	4	-	99	48	488	635	28	4	71	103
55-22770 Timberlane Regional High School	1,244	1,210	4	4	-	362	103	1,231	1,696	36	-	9	45
55-22760 Timberlane Regional Middle School	870	856	4	4	-	377	104	1,626	2,107	76	3	43	122
Totals	3,460	3,389	4	4	-	1,223	315	4,554	6,092	282	26	282	282

September, 2015

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	317	308	21	21	-	275	102	2,387	2,764	57	24	384	465
55-22745 Danville Elementary School	236	229	21	21	-	716	127	1,205	2,048	540	113	115	768
55-22765 Pollard Elementary School	423	408	21	21	-	1,346	244	2,705	4,295	600	10	376	986
55-22775 Sandown Central School	35	33	21	21	-	-	-	132	132	-	-	1	1
55-27910 Sandown North Elementary School	342	334	21	21	-	630	279	2,551	3,460	256	54	576	886
55-22770 Timberlane Regional High School	1,245	1,196	21	21	-	1,886	619	7,372	9,877	303	41	123	467
55-22760 Timberlane Regional Middle School	871	845	21	21	-	2,025	753	8,469	11,247	576	95	546	1,217
Totals	3,469	3,353	21	21	-	6,878	2,124	24,821	33,823	2,332	337	282	282

EXHIBIT A (cont'd)
Reimbursement Claims for Last 12 Months

Supplement to Claim for Reimbursement, National School Lunch, Breakfast, Milk & Snacks Programs
October, 2015

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	318	309	20	20	-	217	83	2,518	2,818	57	12	375	444
55-22745 Danville Elementary School	237	231	20	20	-	674	160	1,248	2,082	445	123	165	733
55-22765 Pollard Elementary School	418	405	20	20	-	1,285	224	2,925	4,434	625	20	441	1,086
55-22775 Sandown Central School	36	34	20	20	-	-	-	159	159	-	-	-	-
55-27910 Sandown North Elementary School	341	332	20	20	-	570	306	2,588	3,464	263	95	612	970
55-22770 Timberlane Regional High School	1,242	1,186	20	20	-	1,581	594	7,436	9,611	338	66	215	619
55-22760 Timberlane Regional Middle School	867	838	20	20	-	1,629	787	8,772	11,188	527	117	755	1,399
Totals	3,459	3,335	20	20	-	5,956	2,154	25,646	33,756	2,255	433	282	282

November, 2015

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	318	302	17	17	-	134	66	2,097	2,297	48	20	421	489
55-22745 Danville Elementary School	235	225	17	17	-	539	135	1,079	1,753	379	101	119	599
55-22765 Pollard Elementary School	420	399	17	17	-	986	172	2,627	3,785	463	9	304	776
55-22775 Sandown Central School	37	34	17	17	-	-	-	151	151	-	-	-	-
55-27910 Sandown North Elementary School	340	325	17	17	-	440	256	2,224	2,920	211	82	542	835
55-22770 Timberlane Regional High School	1,243	1,174	16	17	-	1,088	407	5,801	7,296	233	56	207	496
55-22760 Timberlane Regional Middle School	866	827	16	17	-	1,180	599	7,100	8,879	442	96	742	1,280
Totals	3,459	3,286	17	17	-	4,367	1,635	21,079	27,081	1,776	364	282	282

EXHIBIT A (cont'd)
Reimbursement Claims for Last 12 Months

Supplement to Claim for Reimbursement, National School Lunch, Breakfast, Milk & Snacks Programs
December, 2015

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	318	304	16	16	-	145	71	2,054	2,270	45	10	418	473
55-22745 Danville Elementary School	236	227	16	16	-	500	120	1,102	1,722	296	91	167	554
55-22765 Pollard Elementary School	419	397	16	16	-	923	164	2,537	3,624	419	16	304	739
55-22775 Sandown Central School	37	33	16	16	-	-	-	158	158	-	-	-	-
55-27910 Sandown North Elementary School	340	325	16	16	-	429	249	2,062	2,740	206	49	396	651
55-22770 Timberlane Regional High School	1,243	1,161	16	16	-	1,040	418	5,448	6,906	214	51	188	453
55-22760 Timberlane Regional Middle School	865	822	16	16	-	1,134	582	6,830	8,546	377	105	616	1,098
Totals	3,458	3,269	16	16	-	4,171	1,604	20,191	25,966	1,557	322	282	282

January, 2016

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	317	304	19	19	-	175	70	2,349	2,594	49	7	507	563
55-22745 Danville Elementary School	237	228	19	19	-	626	126	1,212	1,964	404	112	165	681
55-22765 Pollard Elementary School	422	404	19	19	-	1,142	210	3,007	4,359	529	12	401	942
55-22775 Sandown Central School	37	33	19	19	-	-	-	191	191	-	-	-	-
55-27910 Sandown North Elementary School	341	325	19	19	-	496	312	2,367	3,175	264	57	495	816
55-22770 Timberlane Regional High School	1,235	1,180	19	19	-	1,039	396	5,485	6,920	243	58	229	530
55-22760 Timberlane Regional Middle School	859	821	19	19	-	1,356	704	8,008	10,068	456	94	815	1,365
Totals	3,448	3,295	19	19	-	4,834	1,818	22,619	29,271	1,945	340	282	282

EXHIBIT A (cont'd)
Reimbursement Claims for Last 12 Months

Supplement to Claim for Reimbursement, National School Lunch, Breakfast, Milk & Snacks Programs
February, 2016

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	317	303	14	12	-	130	53	1,712	1,895	38	4	288	330
55-22745 Danville Elementary School	238	227	14	12	-	468	80	907	1,455	261	63	110	434
55-22765 Pollard Elementary School	422	401	12	12	-	711	125	1,898	2,734	313	1	276	590
55-22775 Sandown Central School	37	34	14	12	-	1	-	137	138	-	-	-	-
55-27910 Sandown North Elementary School	339	320	14	12	-	380	235	1,674	2,289	174	45	283	502
55-22770 Timberlane Regional High School	1,231	1,144	13	12	-	843	353	4,518	5,714	164	41	138	343
55-22760 Timberlane Regional Middle School	859	814	13	14	-	913	468	5,439	6,820	336	87	591	1,014
Totals	3,443	3,243	13	12	-	3,446	1,314	16,285	21,045	1,286	241	282	282

March, 2016

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	317	304	22	22	-	217	84	2,841	3,142	83	9	560	652
55-22745 Danville Elementary School	241	227	22	22	-	754	110	1,527	2,391	513	113	184	810
55-22765 Pollard Elementary School	422	399	22	22	-	1,337	233	3,474	5,044	595	14	557	1,166
55-22775 Sandown Central School	37	33	22	22	-	4	-	182	186	-	-	-	-
55-27910 Sandown North Elementary School	341	324	22	22	-	589	349	2,625	3,563	288	98	529	915
55-22770 Timberlane Regional High School	1,228	1,150	22	22	-	1,414	559	7,607	9,580	302	81	288	671
55-22760 Timberlane Regional Middle School	864	819	22	22	-	1,603	756	9,334	11,693	509	99	948	1,556
Totals	3,450	3,256	22	22	-	5,918	2,091	27,590	35,599	2,290	414	282	282

EXHIBIT A (cont'd)
Reimbursement Claims for Last 12 Months

**Supplement to Claim for Reimbursement, National School Lunch, Breakfast, Milk & Snacks Programs
 April, 2016**

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	317	305	16	16	-	176	59	2,068	2,303	65	9	467	541
55-22745 Danville Elementary School	243	227	16	16	-	550	77	1,088	1,715	394	70	141	605
55-22765 Pollard Elementary School	421	396	16	16	-	961	147	2,569	3,677	447	15	459	921
55-22775 Sandown Central School	37	35	16	16	-	24	-	156	180	-	-	-	-
55-27910 Sandown North Elementary School	341	326	16	16	-	451	256	1,904	2,611	235	76	395	706
55-22770 Timberlane Regional High School	1,224	1,149	15	16	-	1,024	367	5,123	6,514	239	62	247	548
55-22760 Timberlane Regional Middle School	865	827	15	16	-	1,135	533	6,423	8,091	418	65	677	1,160
Totals	3,448	3,265	16	16	-	4,321	1,439	19,331	25,091	1,798	297	282	282

May, 2016

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	317	309	21	21	-	215	76	2,544	2,835	90	7	629	726
55-22745 Danville Elementary School	242	233	21	21	-	714	116	1,418	2,248	527	103	187	817
55-22765 Pollard Elementary School	423	407	21	21	-	1,279	183	3,357	4,819	617	25	574	1,216
55-22775 Sandown Central School	37	34	21	21	-	25	-	213	238	-	-	-	-
55-27910 Sandown North Elementary School	343	329	21	21	-	605	329	2,464	3,398	338	89	535	962
55-22770 Timberlane Regional High School	1,221	1,147	20	21	-	1,301	478	6,803	8,582	295	74	394	763
55-22760 Timberlane Regional Middle School	865	828	20	21	-	1,485	698	8,135	10,318	568	86	859	1,513
Totals	3,448	3,287	21	21	-	5,624	1,880	24,934	32,438	2,435	384	282	282

EXHIBIT A (cont'd)
Reimbursement Claims for Last 12 Months

Supplement to Claim for Reimbursement, National School Lunch, Breakfast, Milk & Snacks Programs

June, 2016

Site # and Name	Enrollment	Avg Daily Att.	Operating Days			Lunches Served to Students				Breakfasts Served to Students			
			Lun	Brk	Snk	Free	Redu	Paid	Total	Free	Redu	Paid	Total
55-22740 Atkinson Academy	317	308	8	9	-	78	27	923	1,028	33	3	229	265
55-22745 Danville Elementary School	241	234	8	9	-	276	47	596	919	236	35	90	361
55-22765 Pollard Elementary School	424	408	8	9	-	494	71	1,287	1,852	231	9	231	471
55-22775 Sandown Central School	37	36	8	9	-	12	-	85	97	-	-	-	-
55-27910 Sandown North Elementary School	343	335	8	9	-	203	114	867	1,184	133	32	229	394
55-22770 Timberlane Regional High School	1,221	1,192	8	9	-	281	90	1,422	1,793	119	20	151	290
55-22760 Timberlane Regional Middle School	865	832	8	9	-	499	216	2,786	3,501	212	38	323	573
Totals	3,448	3,345	8	9	-	1,843	565	7,966	10,374	964	137	282	282

EXHIBIT B

Current Employee Roster, Hours Worked, by Location/Wage Scales **Timberlane Regional School District Labor**

School	Position	Hrs/Day	Hrly. Rates		Paid Time** Off (days/yr.)
			FY16-17	FY17-18*	
High School	Food Svc. Worker	6.50	\$17.82	\$18.31	12
High School	Food Svc. Worker	6.75	\$15.96	\$16.42	12
High School	Food Svc. Worker	4.50	\$19.05	\$19.23	12
High School	Food Svc. Worker	7.25	\$14.43	\$14.89	12
High School/District	Food Svc. Secretary	3.00	\$20.42	\$20.99	0
Middle School	Food Svc. Manager	7.50	\$15.96	\$16.42	12
Middle School	Food Svc. Worker	7.25	\$17.19	\$17.67	12
Middle School	Food Svc. Worker	6.75	\$19.05	\$19.23	12
Middle School	Food Svc. Worker	7.25	\$15.31	\$15.79	12
Middle School	Food Svc. Worker	5.75	\$14.12	\$14.57	12
Atkinson Academy	Food Svc. Manager	7.00	\$17.84	\$18.33	12
Atkinson Academy	Food Svc. Worker	5.50	\$15.96	\$16.42	12
Danville Elem.	Food Svc. Manager	7.00	\$15.96	\$16.42	12
Pollard Elementary	Food Svc. Manager	7.00	\$19.08	\$19.58	12
Pollard Elementary	Food Svc. Worker	7.00	\$18.14	\$18.63	12
Pollard Elementary	Food Svc. Worker	5.25	\$13.82	\$14.26	12
TLC @ Sandown	Food Svc. Worker	7.00	\$17.84	\$18.33	12
Sandown No. Elem	Food Svc. Manager	7.00	\$20.99	\$21.19	12

All District Employee Benefits Costs:

FY 2015-16 (Actual): \$143,303

FY 2016-17 (Estimated): \$85,000

FY 2017-18 (Estimated): \$87,500

* District FY17-18 Estimated

** District Paid Time Off is 10 sick and 2 personal days

EXHIBIT B (cont'd)

Current Employee Roster, Hours Worked, by Location/Wage Scales

Food Service Management Company Labor

School	Position	Hrs/Day	Hrly. Rates		Paid Time** Off (days/yr.)
			FY16-17	FY17-18*	
District-Wide	Admin Director	9.00	\$34.04		25
High School	Lead HS	8.00	\$17.85	\$18.39	5
High School	Food Svc. Worker	6.50	\$10.77	\$11.10	5
High School	Food Svc. Worker	5.00	\$10.63	\$11.00	5
High School	Food Svc. Worker	5.00	\$10.63	\$11.00	5
Middle School	Food Svc. Worker	6.00	\$10.77	\$11.10	5
Middle School	Food Svc. Worker	6.00	\$10.77	\$11.10	5
Middle School	Food Svc. Worker	4.75	\$10.66	\$11.00	5
Atkinson Academy	Food Svc. Worker	3.00	\$10.80	\$11.10	5
Danville Elem.	Food Svc. Worker	3.00	\$10.51	\$11.00	5
Danville Elem.	Food Svc. Worker	4.50	\$10.56	\$11.05	5
Sandown No. Elem.	Food Svc. Worker	4.00	\$10.77	\$11.10	5
Sandown No. Elem.	Food Svc. Worker	3.50	\$10.76	\$11.10	5
Sandown No. Elem.	Food Svc. Worker	3.00	\$10.30	\$11.00	5
any school	substitute worker	5.00	\$10.50	\$11.00	0
any school	substitute worker	5.00	\$10.50	\$11.00	0
any school	substitute worker	5.00	\$10.00	\$11.00	0
any school	substitute worker	5.00	\$10.50	\$11.00	0

* FSMC FY17-18 Estimated

** FSMC Paid Time Off is specified as "days off" only

EXHIBIT C

Schools Lunch 21 Day Menu

Elementary

All lunches include Skim, 1%, Low Fat Chocolate or Strawberry Milk, Vegetables/Variety of Fresh and Cupped Fruits.
 Always available: Bagel Lunch – Whole Wheat Bagel, String Cheese, Low Fat Yogurt, Fresh Vegetable; Healthy Choice Salad topped with Cheese and a Whole grain roll; Sunbutter and Jelly Sandwich,

<p>Sausage, Egg & Cheese Sandwich</p> <p>or Grilled Cheese Sandwich</p> <p>Carroteenies Apple 100% Juice Baked Tater Tots Strawberry Cup</p>	<p>Loaded Beef Nachos with Brown Rice</p> <p>or Italian Combo Sandwich</p> <p>Caesar Side Salad Fresh Orange Mixed Fruit</p>	<p>Chicken Meatballs Over Penne with Garlic Bread</p> <p>Or Hamburger</p> <p>Carrots Sliced Cucumber Applesauce Carroteenies</p>	<p>Chicken & Waffles</p> <p>or Crispy Chicken Patty Sandwich</p> <p>Sweet Potato Fries Smokehouse Baked Beans Diced Pears Syrup Banana</p>	<p>Cheese Pizza</p> <p>or Chicken Caesar Salad</p> <p>Caesar Side Salad Applesauce Carroteenies Banana</p>
<p>Chicken Nugget & Mozzarella Stick Combo, WW Dinner Roll</p> <p>or Grilled Cheese Sandwich</p> <p>Green Beans Mixed Fruit Empire Apple Golden Baked Potato Wedges</p>	<p>Loaded Beef Nachos</p> <p>or Ham & Cheese Sandwich</p> <p>Brown Rice Celery Sticks Mixed Fruit Lettuce & Tomato</p>	<p>Pasta with Meat Sauce with Garlic Bread</p> <p>or Beef Burger</p> <p>Banana Caesar Side Salad Cinnamon Applesauce</p>	<p>Baked Potato Bar, WW Dinner Rolls (2)</p> <p>or Crispy Chicken Patty Sandwich</p> <p>Tomato Soup Fresh Red Grapes Mixed Fruit Garbanzo Bean & Spinach Salad</p>	<p>Cheese Pizza</p> <p>or Italian Combo Sandwich</p> <p>Caesar Side Salad Diced Pears Applesauce ~</p>
<p>Brunch For Lunch French Toast, with Ham & Syrup</p> <p>or Grilled Cheese Sandwich</p> <p>Baked Tater Tots Pre Cupped Applesauce Carroteenies Apple 100% Juice</p>	<p>Soft Beef Taco with Brown Rice</p> <p>or American Hero Sandwich</p> <p>Strawberry Cup Romaine & Cherry Tomato Salad Cumber Spears w/ Ranch Dip Empire Apple</p>	<p>Hot Dog</p> <p>or Hamburger</p> <p>Smokehouse Baked Beans Sweet Potato Fries Green Beans</p> <p>Empire Apple</p>	<p>Whole Grain Fish Sticks WW Dinner Rolls (2)</p> <p>or Crispy Chicken Patty Sandwich</p> <p>Mashed Potatoes Strawberry Cup Garbanzo Bean & Spinach Salad</p>	<p>Cheese Pizza</p> <p>or Chicken Caesar Salad</p> <p>Applesauce Garbanzo Bean & Spinach Salad Strawberry Cup</p>
<p>Meatball Parm Hero</p> <p>Or Grilled Cheese Sandwich</p> <p>Baked Tater Tots Pre Cupped Applesauce Carroteenies Apple 100% Juice</p>	<p>Loaded Beef Nachos with Brown Rice</p> <p>or Italian Combo Sandwich</p> <p>Caesar Side Salad Fresh Orange Mixed Fruit</p>	<p>Macaroni & Cheese with Garlic Bread</p> <p>Or Beef Burger</p> <p>Steamed Green Beans Mixed Fruit Carroteenies Bananas</p>	<p>Shepard's Pie WW Dinner Rolls</p> <p>or Crispy Chicken Patty Sandwich</p> <p>Corn Empire Apple Garbanzo Bean & Spinach Salad Cataloupe</p>	<p>Cheese Pizza</p> <p>or Chicken Caesar Salad</p> <p>Caesar Side Salad Applesauce Carroteenies Banana</p>
<p>Chicken Nugget & Mozzarella Stick Combo, WW Dinner Roll</p> <p>or Grilled Cheese Sandwich</p> <p>Green Beans Mixed Fruit Empire Apple Golden Baked Potato Wedges</p>				

EXHIBIT C (Cont'd)
Schools Lunch 21 Day Menu
Middle School

Available Daily: Fresh Baked Cheese and Pepperoni Pizza; Chicken Patty, Hamburger, Cheeseburger, Veggie Burger Mon-Thur Sweet Potato Fries Fri. Regular Fries; Boar's Head Turkey, Ham, Buffalo Chicken & Cheese Fresh made to order; Garden Salad, Chef Salad, Caesar Salad fresh daily; Fresh Fruit Offered Daily

<p>Chicken Nugget & Mozzarella Stick Combo with tomato sauce for dunking Garlic Bread Baked Tater Tots</p> <p>Broccoli Cheddar Pizza</p> <p>Grilled Cheese Sandwich Sweet Potato Fries</p> <p>Roast Beef Wrap with lettuce and tomato</p> <p>Greek Salad with Dinner Roll</p> <p>Strawberry Cup Spinach & Tomato Salad Fresh Orange Garden Salad</p>	<p>Taco Tacos</p> <p>Chicken Fajita</p> <p>Three Cheese Calzone</p> <p>Chicken Parm Sandwich</p> <p>Buffalo Chicken Wrap with lettuce and tomatoes wrapped inside a whole wheat tortilla</p> <p>Tuna Salad Plate with Dinner Rolls tuna served on a bed of lettuce with carrots, cucumbers, and tomatoes</p> <p>Mixed Fruit Sliced Cucumber Caesar Side Salad Fresh Orange Carroteenies</p>	<p>Pasta, Pasta, Pasta pasta with choice of: Alfredo, marinara or bolognese</p> <p>Garlic Bread Green Beans</p> <p>Meat Lovers Pizza fresh whole grain pizza dough topped with fresh mozzarella, sausage, meatballs and pepperoni</p> <p>Memphis Pulled Pork Sandwich, topped with cole slaw, on a whole grain kaiser roll</p> <p>Sweet Potato Fries</p> <p>Egg Salad Wrap with lettuce and tomato in a whole wheat wrap</p> <p>Chicken Caesar Salad over a bed of romaine lettuce, topped with parmesan cheese</p> <p>Sweet Red Pepper Strips Peach Cup Fresh Apple Banana Garden Salad</p>	<p>Baked Potato Bar</p> <p>Cinnamon Apples, Corn</p> <p>French Bread Pizza marinara sauce and mozzarella cheese on a french baguette</p> <p>Cheddar Philly Cheesesteak on a club roll Sweet Potato Fries</p> <p>Chicken BLT Wrap on a tortilla wrap with lettuce and tomato</p> <p>Egg Salad Plate with 2 Dinner Rolls on a bed of lettuce with carrots, cucumbers and tomatoes</p> <p>Garbanzo Bean & Spinach Salad Diced Pears Caesar Side Salad Banana</p>	<p>Loaded Beef Nachos Brown Rice</p> <p>Chicken Parmesan Calzone garlic toasted pizza crust, stuffed with ricotta cheese, melted mozzarella and diced chicken cutlet</p> <p>Smokehouse Chicken Sandwich tender white meat chicken patty topped with bbq sauce on a soft bun Shoestring Fries</p> <p>Caesar Chicken Wrap</p> <p>Spinach Salad with 2 Dinner Rolls with eggs, mushrooms and mozzarella cheese</p> <p>Broccoli & Garbanzo Bean Salad Peach Cup Banana Garden Salad</p>
<p>French Toast Sticks Baked Tater Tots</p> <p>French Bread Pizza</p> <p>Grilled Cheese Sandwich Baked potato</p> <p>Roast Beef Wrap with lettuce and tomato</p> <p>Grilled Chicken Ceasar Salad</p> <p>Sliced Cucumber Fresh Orange Garden Salad Cinnamon Applesauce Carroteenies</p>	<p>Taco Tacos</p> <p>Chicken Fajita</p> <p>Three Cheese Calzone</p> <p>Chicken Parm Sandwich</p> <p>Buffalo Chicken Wrap with lettuce and tomatoes wrapped inside a whole wheat tortilla</p> <p>Tuna Salad Plate with Dinner Rolls tuna served on a bed of lettuce with carrots, cucumbers, and tomatoes</p> <p>Mixed Fruit Sliced Cucumber Caesar Side Salad Fresh Orange Carroteenies</p>	<p>Pasta, Pasta, Pasta pasta with choice of: Alfredo, marinara or bolognese</p> <p>Garlic Bread Green Beans</p> <p>Meat Lovers Pizza fresh whole grain pizza dough topped with fresh mozzarella, sausage, meatballs and pepperoni</p> <p>Memphis Pulled Pork Sandwich, topped with cole slaw, on a whole grain kaiser roll</p> <p>Sweet Potato Fries</p> <p>Egg Salad Wrap with lettuce and tomato in a whole wheat wrap</p> <p>Chicken Caesar Salad over a bed of romaine lettuce, topped with parmesan cheese</p> <p>Sweet Red Pepper Strips Peach Cup Fresh Apple Banana Garden Salad</p>	<p>Baked Potato Bar</p> <p>Cinnamon Apples, Corn</p> <p>French Bread Pizza marinara sauce and mozzarella cheese on a french baguette</p> <p>Cheddar Philly Cheesesteak on a club roll Sweet Potato Fries</p> <p>Chicken BLT Wrap on a tortilla wrap with lettuce and tomato</p> <p>Egg Salad Plate with 2 Dinner Rolls on a bed of lettuce with carrots, cucumbers and tomatoes</p> <p>Garbanzo Bean & Spinach Salad Diced Pears Caesar Side Salad Banana</p>	<p>Loaded Beef Nachos Brown Rice</p> <p>Chicken Parmesan Calzone garlic toasted pizza crust, stuffed with ricotta cheese, melted mozzarella and diced chicken cutlet</p> <p>Smokehouse Chicken Sandwich tender white meat chicken patty topped with bbq sauce on a soft bun Shoestring Fries</p> <p>Caesar Chicken Wrap</p> <p>Spinach Salad with 2 Dinner Rolls with eggs, mushrooms and mozzarella cheese</p> <p>Broccoli & Garbanzo Bean Salad Peach Cup Banana Garden Salad</p>

<p>Baked Chicken Tenders with Red Sauce WW Dinner Roll</p> <p>Meat Lovers Pizza fresh whole grain pizza dough topped with fresh mozzarella, sausage, meatballs and pepperoni</p> <p>Grilled Cheese Sandwich served on WW bread</p> <p>Roast Beef Wrap with lettuce and tomato</p> <p>Tuna Salad Plate with Dinner Rolls on a bed of lettuce with carrots, cucumbers, and tomatoes</p> <p>Sliced Cucumber Mixed Fruit Fresh Apple Garden Salad</p>	<p>Taco Bar</p> <p>Chicken Fajita</p> <p>Brown Rice</p> <p>Three Cheese Calzone On whole grian calzone with mozzarella, parmesan and ricotta cheese</p> <p>Double Bacon American Burger with crisp bacon, American cheese, leaf lettuce and ripe red tomato</p> <p>Tuna Salad Wrap* fresh chunky tuna salad with field greens and tomatoes on whole wheat wrap</p> <p>Buffalo Chicken Salad with Dinner Rolls romaine lettuce with cucumbers, carrots and tomatoes</p> <p>Caesar Side Salad Sliced Cucumber Banana Carroteenies</p>	<p>Pasta with Meat Sauce WW Dinner Rolls (2) Green Beans</p> <p>White Pizza whole grain dough brushed with garlic and oil, topped with low fat mozzarella cheese, baked to perfection</p> <p>Meatball Parmesan Hero chicken and beef meatballs on a whole wheat club roll, topped with tomato sauce and melted mozzarella</p> <p>Buffalo Chicken Wrap with lettuce and tomato on a whole wheat wrap</p> <p>Egg Salad Plate with 2 Dinner Rolls on a bed of lettuce with carrots, cucumbers and tomatoes</p> <p>Sweet Red Pepper Strips Fresh Apple Garden Salad Carroteenies</p>	<p>Oven Roasted Chicken WW Dinner Rolls (2) Mashed Potatoes</p> <p>Hawaiian Pizza Slice whole wheat crust</p> <p>Cheddar Philly Cheesesteak grilled steak strips with cheddar cheese, red chili sauce and cilantro on a club roll Sweet Potato Fries</p> <p>Egg Salad Wrap with lettuce and tomato in a whole wheat wrap</p> <p>Greek Salad with Dinner Roll romaine lettuce, red onion, tomatoes, cucumbers, feta cheese and black olives</p> <p>Garbanzo Bean & Spinach Salad Mixed Fruit Fresh Apple Carroteenies</p>	<p>Loaded Beef Nachos Brown Rice Fiesta Corn</p> <p>Chicken Parmesan Calzone garlic toasted pizza crust, stuffed with ricotta cheese, melted mozzarella and diced chicken cutlet</p> <p>Chicken Parm Sandwich on a toasted whole grain</p> <p>Chicken Caesar Wrap Caesar salad with crispy chicken in a wrap</p> <p>Chef Salad Plate with 2 Dinner Rolls turkey breast, ham, American and mozzarella cheese, hard eggs, cucumbers, tomatoes</p> <p>Applesauce Sweet Red Pepper Strips Caesar Side Salad Carroteenies</p>
<p>Chicken Sauce & Toss popcorn chicken tossed in honey mustard sauce Mashed Potatoes WW Dinner Rolls (2)</p> <p>Taco Pizza on whole wheat crust brushed with garlic and oil</p> <p>Grilled Cheese Sandwich melted American cheese served on toasty whole wheat bread Sweet Potato Fries</p> <p>Roast Beef Wrap with lettuce and tomato</p> <p>Spinach Salad with 2 Dinner Rolls with eggs, mushrooms and mozzarella cheese</p> <p>Garden Salad, Caesar Salad, And Chef Salad Available every Day</p> <p>Applesauce Mixed Fruit Garden Salad Carroteenies</p>	<p>Taco Bar</p> <p>Chicken Fajita Brown Rice</p> <p>French Bread Pizza on a french baguette</p> <p>Memphis Pulled Pork Sandwich a juicy pulled pork sandwich, topped with cole slaw, on a whole grain kaiser roll Sweet Potato Fries</p> <p>Chicken Salad Wrap On a whole wheat wrap</p> <p>Chef Salad Plate with 2 Dinner Rolls turkey breast, ham, American and mozzarella cheese, hard eggs, cucumbers, tomatoes on a bed of</p> <p>Pre Cupped Applesauce Sliced Cucumber Caesar Side Salad Fresh Apple Carroteenies</p>	<p>Pasta, Pasta, Pasta pasta with choice of Alfredo, marinara or Bolognese sauce</p> <p>Steamed Green Beans</p> <p>Classic Calzone garlic toasted whole grain calzone filled with ham, ricotta and melted cheeses</p> <p>Chicken Parm Sandwich on a toasted whole grain</p> <p>Buffalo Chicken Wrap with lettuce and tomatoes wrapped inside a whole wheat tortilla</p> <p>Chicken Salad Platter with Dinner Rolls fresh chicken salad on a bed of lettuce with cucumbers, carrots, tomatoes and cheese</p> <p>Mixed Fruit Sweet Red Pepper Strips Fresh Orange Garden Salad Carroteenies</p>	<p>The Works Hot Dog on a whole wheat bun with mustard, sauerkraut, jalapenos, onions and relish Smokehouse Baked Beans</p> <p>Chicken Parmesan Calzone garlic toasted pizza crust, stuffed with ricotta cheese, melted mozzarella and diced chicken cutlet</p> <p>Cheddar Philly Cheesesteak grilled steak strips with cheddar cheese, red chili sauce and cilantro on a club roll Sweet Potato Fries</p> <p>Chicken Caesar Wrap</p> <p>Tuna Salad Plate with Dinner Rolls tuna served on a bed of lettuce with carrots, cucumbers, and tomatoes</p> <p>Applesauce Caesar Side Salad Banana Carroteenies</p>	<p>Loaded Beef Nachos crispy tortilla chips with Mexi beef, cheese sauce, sour cream and pico de gallo Brown Rice</p> <p>Meat Lovers Pizza fresh whole grain pizza dough topped with fresh mozzarella, sausage, meatballs and pepperoni</p> <p>Chicken Parm Sandwich lightly breaded chicken breast patty topped with melted mozzarella and tomato sauce on a toasted whole grain</p> <p>Tuna Salad Wrap* fresh chunky tuna salad with field greens and tomatoes served in a whole wheat wrap</p> <p>Spinach Salad with 2 Dinner Rolls with eggs, mushrooms and mozzarella cheese</p> <p>Fresh Cantaloupe Cup Strawberry Cup Garden Salad Carroteenies</p>
<p>Baked Chicken Tenders with Red Sauce WW Dinner Roll</p> <p>Meat Lovers Pizza fresh whole grain pizza dough topped with fresh mozzarella, sausage, meatballs and pepperoni</p> <p>Grilled Cheese Sandwich served on WW bread</p> <p>Roast Beef Wrap with lettuce and tomato</p> <p>Tuna Salad Plate with Dinner Rolls on a bed of lettuce with carrots, cucumbers, and tomatoes</p> <p>Sliced Cucumber Mixed Fruit Fresh Apple Garden Salad</p>				

EXHIBIT C (Cont'd)
Schools Lunch 21 Day Menu
High School

Available Daily: Beef & Chicken Hard & Soft Tacos, Nachos, Taco Salads; Chicken Patty, Hamburger, Cheeseburger, Veggie Burger, Mon-Thur Sweet Potato Fries Fri. Regular Fries; Boar's Head Turkey, Ham, Buffalo Chicken, Tuna, Popcorn Chicken on a variety of breads made fresh daily; Garden Salad, Chef Salad, Caesar Salad, Organic Hummus with Veggies, Organic Yogurt Parfait & Smoothies fresh daily; Fresh Fruit offered daily

Meal prices include protein choice, fresh vegetable choice, fresh fruit choice, bread choice, milk (2 types available daily – 1% low fat, fat free flavored, fat free unflavored)

Available daily with Salad Lunch: Protein choice, whole grain item, fruit choice & milk choice.

<p>French Toast Sticks Sliced Ham Baked Tater Tots</p> <p>Meat Lovers Pizza fresh whole grain pizza dough topped with fresh mozzarella, sausage, meatballs and</p> <p>Cheddar Quesadilla</p> <p>Smokehouse Chicken Sandwich Shoestring Fries</p> <p>Tuna Salad Melt tuna served on a bed of lettuce with carrots, cucumber~ and tomatoes</p> <p>Tuna Salad Plate with Dinner Rolls</p> <p>Ceasar Side Salad Pear Applesauce Lettuce & Tomato</p>	<p>Memphis Pulled Pork Sandwich topped with cole slaw, on a whole grain kaiser roll Deli Style Coleslaw Smokehouse Baked Beans</p> <p>Chicken Parmesan Calzone</p> <p>Crispy Beef Taco</p> <p>Ruby's Chicken Cordon Blue Sandwich</p> <p>BLT Sandwich on whole wheat</p> <p>Chef Salad w/2 dinner rolls tossed greens with turkey breast, turkey, ham, hard boiled eggs, mozzarella and American cheeses</p> <p>Fresh Orange Banana Peach Cup Lettuce & Tomato Garbanzo Bean & Spinach Salad</p>	<p>Pasta, Pasta, Pasta Alfredo, marinara or bolognese sauce• Garlic Bread</p> <p>Classic Calzone garlic toasted wholegrain calzone filled with ham, ricotta and melted cheeses</p> <p>Fiesta Taco Salad with Mexi beef, cucumber, tomato, lettuce, cheddar and pico de gallo</p> <p>Italian Stallion Panini Pepperoni, ham, mozzarella, and lettuce on whole wheat</p> <p>Antipasto Salad with 2 dinner rolls salami, provolone, swiss cheese, garbanzo beans and fire roasted peppers over garden salad</p> <p>Sliced Cucumber Fresh Orange Pear Lettuce & Tomato</p>	<p>Chicken Nugget & Mozzarella Stick Combo</p> <p>Pepperoni Calzone</p> <p>Chicken Fajita</p> <p>Cheddar Philly Cheesesteak</p> <p>Ham & Cheese Panini</p> <p>Greek Salad with Dinner Roll</p> <p>Strawberry Cup Banana Pear Lettuce & Tomato Garbanzo Bean & Spinach Salad</p>	<p>Grilled Cheese with Bacon</p> <p>Buffalo Chicken Pizza</p> <p>Grande Chicken & Cheese Quesadilla</p> <p>Denver Burger</p> <p>Big Bird Pita Melt Turkey and cheese melted inside a pita with tomato on pita</p> <p>Chicken Salad with dinner rolls</p> <p>Ceasar Side Salad Mixed Fruit Fresh sliced Kiwi Lettuce & Tomato</p>
<p>Chicken & Gravy Bowl mashed potato bowl, topped with diced chicken, corn and gravy, served with 2 dinner rolls •</p> <p>White Pizza</p> <p>Buffalo Chicken Sandwich</p> <p>Big Bird Panini</p> <p>Buffalo Chicken Salad with dinner rolls</p> <p>Ceasar Side Salad Sliced Peaches Strawberry Cup Lettuce & Tomato</p>	<p>Roast Turkey Breast with Gravy</p> <p>Three Cheese Calzone</p> <p>Cheddar Quesadilla</p> <p>BLT Burger</p> <p>Buffalo Chicken Panini Tuna Salad Plate with dinner roll</p> <p>Ceasar side salad Mixed Fruit Granny Smith Apple Lettuce & Tomato</p>	<p>Visiting Chef</p> <p>Chicken Parmesan Calzone</p> <p>Chicken & Cheese Quesadilla</p> <p>BLT Burger</p> <p>Italian Stallion Panini</p> <p>Garden Salad with cheese & dinner rolls</p> <p>Ceasar Side Salad Mixed Fruit Pear Lettuce & Tomato</p>	<p>General Tso's Chicken</p> <p>Meatball Calzone</p> <p>Beefy Burrito</p> <p>Meatball Hero</p> <p>Ham & Cheese Panini</p> <p>Chicken Salad Platter with dinner rolls</p> <p>Mixed fruit Fresh apple Peach Cup Lettuce & tomato Garbanzo bean and spinach salad</p>	<p>Mac & Cheese Garlic Bread Steamed green beans</p> <p>Chicken Cordon Blue calzone</p> <p>Beef & Cheddar Quesadilla</p> <p>Meatball Hero</p> <p>Cactus jack wrap Grilled chicken w/ hot sauce, lettuce & tomato on whole wheat wrap</p> <p>Chicken Salad Platter with dinner rolls</p> <p>Ceasar side salad Fresh orange Sliced cucumber Peach cup Lettuce & Tomato</p>

<p>Vegetable Lasagna</p> <p>Meat Lovers Pizza whole grain pizza</p> <p>Bacon & Tomato Quesadilla</p> <p>Memphis Pulled Pork Sandwich</p> <p>Big Bird Panini</p> <p>Greek Salad with dinner roll</p> <p>Sliced cucumber</p> <p>Mixed Fruit</p> <p>Pear</p> <p>Lettuce & Tomato</p>	<p>French Toast Sticks</p> <p>Chicken Parmesan Calzone</p> <p>Fiesta Taco Salad</p> <p>Sausage & Pepper Sub</p> <p>Turkey BLT Wrap</p> <p>Buffalo Chicken Salad with dinner rolls</p> <p>Fresh Orange</p> <p>Mixed Fruit</p> <p>Lettuce & Tomato</p> <p>Garbanzo bean & Spinach salad</p>	<p>Pasta Alfredo with Chicken and Broccoli</p> <p>Classic Calzone</p> <p>Beefy burrito</p> <p>Chicken Parm Sandwich</p> <p>Italian Stallion Panini</p> <p>House Chop Salad with Ham & dinner rolls</p> <p>Ceasar side salad</p> <p>Sliced Peaches</p> <p>Strawberry cup</p> <p>Lettuce & Tomato</p>	<p>Smokehouse Sauce & Toss Popcorn chicken tossed in smokey bbq sauce, garlic breach, mashed potatoes</p> <p>Sausage & Cheese Calzone</p> <p>Ranch & Chicken Quesadilla</p> <p>Meatball Parmesan Hero</p> <p>Buffalo Chicken panini</p> <p>Chicken salad platter with dinner rolls</p> <p>Diced Pears</p> <p>Banana</p> <p>Cinnamon Apples</p> <p>Lettuce & Tomato</p> <p>Garbanzo Bean & Spinach Salad</p>	<p>Roasted Pork Loin</p> <p>Meat Lovers Pizza</p> <p>Cheesy Quesadilla</p> <p>Cheddar Philly Cheesesteak</p> <p>Big Bird Panini</p> <p>Antipasto salad with 2 dinner rolls</p> <p>Watermelon</p> <p>Mixed Fruit</p> <p>Garbanzo bean & spinach salad</p> <p>Lettuce & Tomato</p>
<p>Chicken & Waffles</p> <p>Meat Lovers Pizza</p> <p>Chicken Nugget & Mozzarella Stick combo</p> <p>Fiesta Taco Salad</p> <p>Grilled Cheese with bacon</p> <p>Fiesta Taco Salad</p> <p>Grilled Cheese with bacon</p> <p>Spinach Salad with chicken & Dinner Roll</p> <p>Ceasar side salad</p> <p>Fresh apple</p> <p>Lettuce & Tomato</p>	<p>Mozzarella Sticks and Mariana Sauce</p> <p>Chicken Parm Calzone</p> <p>Taco Tacos</p> <p>Hot Dog</p> <p>Italian Stallion Panini</p> <p>Chef Salad with 2 dinner rolls</p> <p>Fresh orange</p> <p>Mixed fruit</p> <p>Lettuce & Tomato</p> <p>Sliced cucumber</p>	<p>Oven roasted chicken</p> <p>Buffalo Chicken Pizza</p> <p>Beefy Burrito</p> <p>BLT Burger</p> <p>Ham & cheese panini</p> <p>Garden Salad with cheese & Dinner rolls</p> <p>Ceasar Side salad</p> <p>Applesauce</p> <p>Fresh Sliced Kiwi</p> <p>Sliced Cucumber</p>	<p>Pasta, Pasta, Pasta Alfredo, marinara or bolognese sauce*</p> <p>Garlic Bread</p> <p>Three Cheese Calzone</p> <p>Fiesta Taco Salad</p> <p>Smokehouse Chicken Sandwich</p> <p>Turkey BLT sandwich</p> <p>Greek Salad with dinner rolls</p> <p>Strawberry cuo</p> <p>Lettuce & Tomato</p> <p>Pear</p> <p>Garbanzo Bean & Spinach Salad</p>	<p>Popcorn Chicken Bowl</p> <p>Pepperoni Calzone</p> <p>Grande Chicken & Cheese Quesadilla</p> <p>Chicken Parm Sandwich</p> <p>Italian Stallion Panini</p> <p>Tuna Salad Plate with dinner rolls</p> <p>Garbanzo Bean & Spinach Salad</p> <p>Spinach Salad</p> <p>Fresh Orange</p> <p>Mixed Fruit</p> <p>Pear</p> <p>Lettuce & Tomato</p>
<p>Chicken Lo Mein</p> <p>Meatball Calzone</p> <p>Chicken & Ranch Quesadilla</p> <p>Chicken Parm Sandwich</p> <p>Grilled Cheese Sandwich</p> <p>Greek Salad with dinner roll</p> <p>Garbanzo Bean & Spinach Salad</p> <p>Diced Pears</p> <p>Applesauce</p> <p>Pear</p> <p>Lettuce & Tomato</p>				

EXHIBIT D

Current Serving Times*

SCHOOL NAME	ENROLLMENT	SERVING TIMES	
Atkinson Academy	289	<i>Breakfast:</i>	8:10 through 8:25
		<i>Lunch:</i>	11:25, 11:45, 12:00 & 12:20
Danville Elementary	240	<i>Breakfast:</i>	8:20
		<i>Lunch:</i>	11:15, 11:40, 12:00, 12:20 & 12:40
Pollard Elementary	418	<i>Breakfast:</i>	8:10 through 8:30
		<i>Lunch:</i>	10:55, 11:20, 11:50, 12:15 & 12:40
The Learning Center (TLC) at Sandown Central	38	<i>Breakfast:</i>	No demand
		<i>Lunch:</i>	11:45 & 12:00
Sandown North Elementary	348	<i>Breakfast:</i>	8:15
		<i>Lunch:</i>	11:00, 11:30, 11:50, 12:20 & 12:45
Timberlane Regional Middle School	821	<i>Breakfast:</i>	7:00 through 7:30
		<i>Lunch:</i>	10:30, 10:40, 10:55, 11:20, 11:30, 11:40, 12:15, 12:30 & 12:45
Timberlane Regional High School	1,175	<i>Breakfast:</i>	7:00 through 7:20
		<i>Lunch:</i>	10:20, 10:47, 11:12 12:04 & 12:32

Note: The schedule provided is for serving times on a normal school day. Schedules will vary on days when the schools have a modified schedule such as early dismissal days, professional development days, school assembly days, or any other situation that may disrupt normal meal serving times.

(*please see also Schedule D)

EXHIBIT E

Timberlane Regional School District

Atkinson, Danville, Flatstone, Sandown

2017 - 2018 School Calendar

The MISSION of the Timberlane Regional School District is to engage all students in challenging and relevant learning opportunities, emphasizing high aspirations and personal growth.

	M	T	W	TH	F		M	T	W	TH	F
August (1)	NT	D-PD	B-PD	31		February (17)	5	6	7	8	9
September (20)	X	5	6	7	8	12	13	14	15	16	19
11	12	13	14	15	1	X	X	21	22	23	
18	19	20	21	22		March (19)	5	6	X	X	X
25	26	27	28	29		12	PD	14	15	16	
October (20)	2	3	4	5	6	19	20	21	22	23	
X	PD	11	12	13		26	27	28	29	30	
16	17	18	19	20		April (16)	2	3	4	5	6
23	24	25	26	27		9	10	11	12	13	
30	31					16	17	18	19	20	
November (18)			1	2	3	X	X	X	X	X	
6	7	8	ER	X		30					
13	14	15	16	17		May (22)		1	2	3	4
20	21	X	X	X		7	8	9	10	11	
27	28	29	30			14	15	16	17	18	
December (16)	4	5	6	7	8	21	22	23	24	ER	
11	12	13	14	15		X	29	30	31		
18	19	20	21	22		June (11)	4	5	6	7	8
X	X	X	X	X		11	12	13	14	ER	
January (20)	X	2	3	4	5	MU	MU	MU	MU	MU	
8	9	10	11	12		MU	MU	MU	MU	MU	
X	16	17	18	19							1
22	23	24	25	26							8
29	30	PD									ER

PD - Professional Development Day (no school for students) Student Year - 180 days Teacher Year - 187 days
 D-PD - District Professional Development NT - New Teacher Day Quarters: November 1, January 19, March 30, and Last Day of School
 B-PD - Building Level Professional Development Trimesters: December 1, March 16, and Last Day of School
 X - Holiday/School Break MU - Make-up Day ER - Early Release

August 28	New Teacher Orientation	January 15	Martin Luther King Jr. Civil Rights Day
August 29-30	Professional Development	January 31	Professional Development
August 31	First Day of School	Feb 26-Mar 2	Winter Break
September 4	Labor Day	March 13	Professional Development
October 9	Columbus Day	April 23-27	Spring Break
October 10	Professional Development	May 28	Memorial Day Observed
November 10	Veterans Day Observed	June 15	Last Day of School **
November 23-25	Thanksgiving Break	June 16-22	Make Up Days
Dec 25-Jan 1	Holiday Break		

• Required day out of school per RSA 288:4 ** Subject to change due to school closures
 Early Release day: November 9, May 25 and last day of school

Approved by the Timberlane Regional School Board on March 17, 2016.

EXHIBIT F

Brief Narrative Concerning Cleaning, Ticket Distribution, Ala Carte and Cash Handling

The Lunch Program has been utilizing the Nutrikids software program and will continue to do so over the next contract period. Hardware and software is owned by the District. Assistance when needed with maintaining the hardware and software has been provided by the FSMC. FSMC shall handle cash at individual schools, entering and updating student accounts to reflect additions to balances. Cash deposits will be prepared for deposit by local School Administration.

Employees currently working for the Districts will remain School District Employees. When a position becomes vacant, it has been the policy of the School District to allow the FSMC to hire a replacement unless the position is supervisory in nature. In that situation the School District will determine if the FSMC or the District will fill the position.

Cleaning the floors and emptying the trash has been the responsibility of the District Custodial Staff, all other kitchen utensils and fixtures are the responsibility of the kitchen staff to clean.

Negative Balance letters are printed every other week by the Food Service bookkeeper and distributed to the Elementary Schools for Distribution in the weekly student packets. The Middle and High School notices are mailed from the High School with a tally taken for postage to be expensed to the Food Service Program.

Vehicle expense for the District Food Service manager has been included in the FSMC contract.

EXHIBIT G

Attendance Factors and Eligible Free and Reduced Students by School

Timberlane Regional School District

as of February, 2017

Buildings	Daily Attendance			Student Eligibility							
				Free		Reduced		Free + Reduced		Full	
	#	%	Total	#	%	#	%	#	%	#	%
Atkinson Academy	304	94%	324	17	5%	8	2%	25	8%	299	92%
Danville Elementary School	266	94%	283	44	16%	6	2%	50	18%	233	82%
Pollard Elementary School	437	93%	470	74	16%	10	2%	84	18%	386	82%
Sandown Central School	173	115%	150	17	11%	4	3%	21	14%	129	86%
Sandown North School	330	95%	348	32	9%	17	5%	49	14%	299	86%
Timberlane Regional High School	1113	95%	1175	91	8%	35	3%	126	11%	1049	89%
Timberlane Regional Middle School	777	95%	822	68	8%	31	4%	99	12%	723	88%
Totals	3400	95%	3572	343	10%	111	3%	454	13%	3118	87%

Timberlane Regional School District
Request for Proposal
Food Service Management Company (due May 1, 2017)

The following questions have been presented to the Timberlane Regional School District (the “District”) relating to the above captioned RFP. All questions and answers are posted publically.

Any further questions or requests for clarification should be submitted via email to Geoffrey.Dowd@SAU55.net, and will be posted in a similar manner.

Q: Any questions will be posted once presented.

A: Answers will be posted once questions are presented.

**Timberlane Regional School District
Meal Account Balance Update
April 20, 2017**

<u>Balance Range</u>	<u># of Students</u>	<u>Total</u>
\$0 to \$100	787	12,589
\$100 to \$200	37	5,595
\$200 to \$300	38	9,549
\$300 to \$400	25	8,614
\$400 to \$500	16	6,881
Greater than \$500	20	<u>13,176</u>
		56,404

Timberlane Regional School District	Policy Code: DO
Adopted: 06-18-09 Amended: 01-09-14	Page 1 of 2

FOOD SERVICE MEAL ACCOUNT BALANCES

The district encourages all parents/guardians provide a healthy breakfast and lunch for their student/s. The district provides the opportunity to purchase breakfast and lunch that meets or exceeds the federal nutrition standards from the school cafeteria. The student lunch account remains with the student throughout his/her time with the Timberlane Regional School District.

Payment is expected no later than when the meal is served and can be made by using the online payment system that is available on the district website. Fees associated with the use of this online system shall be borne by the depositor. Meals may also be paid for at the time of purchase with cash or personal check.

Federal assistance is available through the Free and Reduced Priced Meals Program to any family that qualifies. The district requires all families to return this application at the beginning of each school year. The "Free and Reduced Price School Meals Family Application" is available both on the district/school websites and at each school and can be submitted during the school year if financial circumstances change. The applications are reviewed at the district central office based on federal guidelines, and families are notified by mail of the results.

It is the opinion of this district that financial hardships will happen and will need to be addressed on a case-by-case basis before other actions are instituted to see if other acceptable resolutions can be arranged. Parents/guardians who refuse to communicate with district officials regarding their student's negative meal balance will be subject to full prosecution.

Additionally, it is the opinion of this district that children who are not provided with a bagged lunch from home or the funds to purchase a lunch at school, on a regular basis, constitutes child neglect and may be reported to the appropriate child welfare authorities.

Collection of Negative Meal Account Balances

Effective February 1, 2014 negative meal account balances will not be allowed.* Food service debt must be recovered annually. The district has an obligation to taxpayers to ensure that students do not have a negative lunch balance at the end of the school year. The district will take all necessary steps to prevent and collect negative lunch balances. Policy DO/EFA – R outlines the procedure that is followed to collect a student's account balance that is negative. In the event that a student's meal account is in the negative, and attempts to recover the bad debt from the parent or guardian is unsuccessful, the district may use the following actions to collect the bad debt. Actions include but are not limited to: prohibiting the student from purchasing meals, or extra a la carte items, prohibiting a student from participating in graduation activities, withholding a student's diploma, hiring

Timberlane Regional School District	Policy Code: DO
Adopted: 06-18-09 Amended: 01-09-14	Page 2 of 2

a collection agency, setting up a payment plan, and using small claims court to collect the bad debt.

Positive Meal Account Balances

Any student accounts with positive balances at the end of the school year will be automatically carried over to the next school year. If requested, the balances will be refunded to the account owner. Students who have graduated or have left the district will have account balances refunded to the account owner at the building level or transferred to another student account at the request of the account owner.

Student with Documented Dietary Needs

Nothing in this policy prohibits providing a meal to a student with dietary needs such as, but not limited to, diabetes, as documented through a health plan, Sec 504, or in an IEP. If the meal is medically required, and the student has a negative balance, or does not have cash to purchase the meal, the necessary dietary needs will be met.

Staff Account Balances

The district provides the opportunity for staff to purchase meals from the school cafeteria. Staff may pay per meal or establish a prepaid account, but food cannot be purchased on credit. If a staff member’s meal account is positive at the end of the school year, it will be automatically carried over to the next school year. If requested, the balance will be refunded to the account owner. It is the responsibility of the staff member to monitor his/her account balance. Administrators will have authority and discretion to charge meals or items for guests, staff and/or students on a case-by-case basis, as long as the debt does not go beyond \$20.00.

Bad Debt Transfer

Meal debt may not be carried over year to year by students. The food service operation must be reimbursed by another fund on an annual basis; at which point the meal debt belongs to the school district. The school board may authorize a transfer from the general fund to the lunch program to cover the bad debt at the end of the school year, and to put any subsequently recovered funds received by the district back into the general fund.

*See Meal Charging Guidance NH Department of Education 2012, and OMB CIRCULAR A-87 (REVISED 05/10/04) at http://www.whitehouse.gov/sites/default/files/omb/assets/agencyinformation_circulars_pdf/a87_2004.pdf

Timberlane Regional School District	Policy Code: DO-R
Adopted: 12-04-13	Page 1 of 1

FOOD SERVICE MEAL ACCOUNT BALANCES

Payment is expected no later than when the meal is served and can be made by using the online payment system that is available on the district website. Fees associated with the use of this online system shall be borne by the depositor. Meals may also be paid for at the time of purchase with cash or personal check.

School administrators are authorized to monitor students who maintain negative balances. If a student's account balance is in deficit of \$20.00 or more, the school will contact the student's parents/guardians. Repeated or consistent negative balances may result in a parent/guardian meeting with school administration. A "Free and Reduced Price School Meals Family Application" will be offered to the parent / guardian. If a negative balance continues with no payments, the district may involve a collection agency in the process.

Negative Balances of \$20.00 or more

Students will not be allowed to carry a negative balance of \$20.00 or more on their student lunch account.

High school students who have a negative balance of \$20.00 or more will not be able to receive a meal unless they have cash to pay for a meal.

Elementary and Middle school students, who have a negative balance of \$20.00 or more, will be allowed to receive the standard qualified meal, but will not be allowed to purchase a la carte items without cash. After 2 attempts of trying to recover the debt from parents/guardians, the administration is authorized to shut off meal charging privileges to elementary and middle school students, and the parents/guardians must provide a bagged lunch from home.

The school administration may contact the child welfare authority in cases where child neglect is suspected due to parents/guardians not providing their child with a lunch.

In the event that a student's meal account is \$20.00 or more in the negative, and attempts to recover the bad debt from the parent/guardian are unsuccessful, the district may use the following actions to collect the bad debt. Actions include but are not limited to: prohibiting the student from purchasing meals, or extra a la carte items, prohibiting a student from participating in graduation activities, withholding a student's diploma, hiring a collection agency, setting up a payment plan, and using small claims court to collect the bad debt., In these cases, parents/guardians will be notified by mail as to the action the district will take.

Administrators will have authority and discretion to charge meals or items for guests, staff and/or students on a case-by-case basis, as long as the debt does not go beyond \$20.00.

Timberlane Regional School District	Policy Code: DJE
Adopted: 01-03-91 Revised: 06-19-08 Revised: 05-08-14	Page 1 of 1

BIDDING REQUIREMENTS

The Superintendent is required to get written competitive bids on purchases of supplies, materials, equipment, and contractual services in the amount of \$10,000 or more. As a general rule, purchases of \$1,000 or more per item will require at least three competitive documented quotes for the open market. All purchases made in the open market shall be consummated after careful evaluation.

When bidding procedures are used, bids shall be advertised appropriately. Suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed to all merchants and firms who have indicated an interest in bidding.

All bids must be submitted in sealed envelopes, addressed to the Superintendent, and plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present.

The Superintendent reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the district. The Superintendent also reserves the right to waive any formalities in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified, shall not be considered. The Superintendent also reserves the right to negotiate with a bidder when all bids exceed the budgeted appropriation.

The bidder to whom the award is made shall be required to enter into a written contract with the district with appropriate bonding. Contractors shall be required to provide a certificate of insurance.

Specialized educational and related services are exempt from this policy when the interests of children so dictate (i.e. textbook purchases, psychological services, etc.).

Existing services that continue to meet the needs of the district shall be subject to an annual review and may not need to go out to bid.

Legal References:

RSA 194-C:4 II (a), Superintendent Services

NH Code of Administrative Rules, Section Ed. 303.01 (b), Substantive Duties of School Boards

Timberlane Regional School District
Plaistow Campus PAC Sound Study Update
April 14, 2017

Designs based on Cavanaugh Tocci's recommendations are in development. Design specifications being developed by Lavallee|Brensinger Architects are to be used as a basis for the construction RFP. Specifications by room have been requested in order to issue the RFP with a request for response by room in order to ascertain the available options and costs for Board approval.

Project phases:

Consultant Recommendations ◇ Design Development ◇ Construction (and completion)

TIMBERLANE POLICY COMMITTEE

SECOND READ / ADOPTION

- 1 GBN VERIFICATION OF EMPLOYMENT ELIGIBILITY**
NHSBA has no policy on this as it is driven by federal law. SLT and PC recommend repealing and referencing the law.

- 2 GCA PROFESSIONAL STAFF POSITIONS**
Last updated in 2005; NHSBA language proposed, TTA reviewed
- 3 GCB PROFESSIONAL STAFF CONTRACTS**
Last updated in 2005; NHSBA and SLT language proposed
- 4 GCCBC FAMILY AND MEDICAL LEAVE ACT**
Last updated in 2005; propose only one change to include reference to CBA's

- 5 GCEB PROFESSIONAL STAFF RECRUITING**
Last updated in 2005; NHSBA language proposed with addition from SLT regarding the vetting of references

- 6 HP STAFF JOB ACTIONS**
Last updated in 2005, NHSBA language and SLT language proposed

- 7 HPA STAFF JOB ACTIONS (UNAUTHORIZED STAFF ABSENCES)**
last updated in 2005; NHSBA language proposed with modifications by SLT

- 8 JLIF RECEIPT AND USE OF SEX OFFENDER REGISTRY INFORMATION**
Last updated in 2008; NHSBA language with modifications by SLT related to procedure proposed

<p>Timberlane Regional School District</p>	<p>Policy Code: GBN</p>
<p>Adopted: 06-18-09</p>	<p>Page 1 of 3 REPEALED</p>

VERIFICATION OF EMPLOYMENT ELIGIBILITY

~~Repealed by the School Board on _____. See Immigration Reform and Control Act of 1986. Federal law requires that all employees complete INS Form I-9. This must be done in accordance with the Immigration Reform and Control Act of 1986 to verify that the person is entitled to work in this country. Federal law also requires that the employee must be stopped from working if either Section 1 or 2 are not completed within the time limits specified for each section. To ensure full compliance with applicable law, the following provisions shall apply:~~

~~Completion of Form I-9~~

~~Form I-9 must be completed within three (3) business days of the date of the hire. If an individual is employed for less than three (3) days, the form must be completed before the end of the employee's first working day.~~

~~The following individuals do not need to complete Form I-9:~~

- ~~— 1. Persons hired before November 7, 1986~~
- ~~— 2. Persons who are employed by a contractor providing contract services~~
- ~~— 3. Persons who are independent contractors~~

~~The Human Resources Director is also responsible for re-verifying employment eligibility of employees whose employment eligibility documents carry an expiration date.~~

~~Acceptable Documents for Verifying Employment Eligibility~~

~~All employees hired after November 6, 1986, will need to provide a document or documents that establish identity and employment eligibility. The following lists identify acceptable documents:~~

~~— LIST A: Documents that establish identity and employment eligibility:~~

- ~~— • Current United States passport~~
- ~~— • Certificate of United States Citizenship (INS Form N-560 or N-561)~~
- ~~— • Certificate of Naturalization (INS Form N-550 or N-570)~~
- ~~— • Unexpired foreign passport which contains an unexpired stamp which reads "Processed for I-551. Temporary Evidence of Lawful Admission for permanent residence. Employment authorized;" or~~
- ~~— • Has attached thereto a Form I-94 bearing the same name as the passport and containing an employment authorization stamp, so long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the Form I-94~~

Timberlane Regional School District	Policy Code: GBN
Adopted: 06-18-09	Page 2 of 3

- ~~• Alien Registration Receipt Card (INS Form I-151) or Resident Alien Card (INS Form I-551), provided that it contains a photograph of the bearer~~
 - ~~• Temporary Resident Card (INS Form I-688)~~
 - ~~• Employment Authorization Card (INS Form I-688A)~~
 - ~~LIST B: Documents that establish identity:~~
 - ~~For individuals sixteen (16) years of age or older:~~
 - ~~• State issued driver's license or State issued identification card containing a photograph. If the driver's license or identification card does not contain a photograph, identifying information should be included, such as name, date of birth, gender, height, color of eyes, and address.~~
 - ~~• School identification card with a photograph~~
 - ~~• Voter's registration card~~
 - ~~• United States Military card or draft record~~
 - ~~• Identification card issued by Federal, State, or local government agencies~~
 - ~~• Military dependent's identification card~~
 - ~~• Native American tribal documents~~
 - ~~• United States Coast Guard Merchant Mariner Card~~
 - ~~• Driver's license issued by a Canadian government authority~~
 - ~~For individuals under age eighteen (18) who are unable to produce one (1) of the documents listed above:~~
 - ~~• School record or report card~~
 - ~~• Clinic doctor or hospital record~~
 - ~~• Day care or nursery school record~~
 - ~~LIST C: Documents that establish eligibility:~~
 - ~~• Social Security number card, other than one which has printed on its face "not valid for employment purposes"~~
 - ~~• This must be a card issued by the Social Security Administration; a facsimile (such as a metal or plastic reproduction that people can buy) is not acceptable~~
 - ~~• An original or certified copy of a birth certificate issued by a State, county, or municipal authority bearing an official seal~~
 - ~~• Unexpired INS employment authorization~~
 - ~~• Unexpired re-entry permit (INS Form I-327)~~
 - ~~• Unexpired Refugee Travel Document (INS Form I-571)~~
 - ~~• Certification of Birth issued by the Department of State (Form FS-545)~~
 - ~~• Certification of Birth Abroad issued by the Department of State (Form DS-1350)~~
 - ~~• United States Citizen Identification Card (INS Form I-197)~~
 - ~~• Native American tribal document~~
 - ~~• Identification card for use of Resident Citizen in the United States (INS Form I-179)~~
- Retention of Employment Eligibility Verification Form (I-9)

<p>Timberlane Regional School District</p>	<p>Policy Code: GBN</p>
<p>Adopted: 06-18-09</p>	<p>Page 1 of 3 REPEALED</p>

~~The Human Resources Director must retain Form I-9 for three (3) years or for one (1) year past the end of the employment of the individual, whichever is longer. Such forms will be retained in a separate file and shall be considered to be confidential and used only for employment eligibility verification purposes.~~

~~Preparation of Documents for Inspection~~

~~U.S. Immigration and Naturalization Service (INS) or Department of Labor (DOL) Officers are required to give employers three (3) days advance notice before an inspection. The Human Resources Director will assemble the I-9 forms in preparation for the inspection. Failure to provide the I-9 forms could result in civil monetary penalties for each employee for whom the form was not completed, retained, or presented.~~

~~Retention of Employee Identification and Social Security Number~~

~~The Human Resources Department will retain a photo copy of either the employee's driver's license or passport showing the employee's identity and valid social security number.~~

~~Legal References:~~

~~—Executive Order: Amending Executive Order 12989, as Amended, June 9, 2008~~

<p>Timberlane Regional School District</p>	<p>Policy Code: GCA</p>
<p>Adopted: 01-03-83 Revised: 04-04-91 Revised: 02-24-05 Revised:</p>	<p>Page 1 of 3</p>

PROFESSIONAL STAFF POSITIONS
Responsibilities and Duties of Teachers

Responsibilities and Duties of Teachers

The teacher shall be academically qualified in the area he/she is to instruct and should demonstrate a competence at transmitting learning to the student and the manner and means of accumulating, assimilating, and evaluating the knowledge associated with his/her academic field. The teacher should demonstrate an awareness of other academic fields and should possess a reasonable and responsible attitude toward the education of the whole child.

The teacher shall constantly be alert to the example presented to students, parents, community, and fellow workers. Relationships shall avoid personal attachments which detract from the obligation to constantly lead and critically evaluate the individual and the situation.

The teacher must be aware of various instructional trends and participate in exploration of possible changes in method or content of instruction.

The teacher shall demonstrate an ability to control the situations encountered in the performance of duties while exhibiting the proper respect for the dignity and worth of each individual.

The teacher shall demonstrate the ability to define the objectives of instruction and the ability to assess the results of the efficiency and effectiveness of the instruction.

~~*A basic teaching assignment is described as follows: The teacher will instruct regular classes; properly prepare lessons and tests; properly correct all assigned work; evaluate student work; use care in filling out requested forms and reports; supervise bus arrivals and departures, playgrounds, cafeteria, hallways as special assignment, and as a general phase of daily work; make use of the extra help periods; accept and adequately perform duties as advisor to classes or clubs (including chaperoning occasional nighttime activities) and report to the assigned building on days as scheduled by the Superintendent and attend other affairs which are periodic in nature, such as teachers' meetings, department meetings, and community affairs directly related to the School and to actively participate in the School program. Each The teacher is required to carry out assignments from the building Principal or other responsible Administrator in conformance with School Board policies, and regulations of the Board and the Superintendent, and the collective bargaining agreement.*~~

~~*The teacher shall be academically qualified in the area he/she is to instruct, and should demonstrate a competence at transmitting learning to the student and the manner and means of accumulating, assimilating, and evaluating the knowledge associated with his/her academic field. The teacher should demonstrate an awareness of other academic fields and*~~

<p>Timberlane Regional School District</p>	<p>Policy Code: GCA</p>
<p>Adopted: 01-03-83 Revised: 04-04-91 Revised: 02-24-05 Revised:</p>	<p>Page 2 of 3</p>

~~should possess a reasonable and responsible attitude toward the education of the whole child.~~

~~The teacher shall constantly be alert to the example presented to students, parents, community, and fellow workers, striving to consistently exemplify the good. Relationships shall avoid personal attachments which detract from the obligation to constantly lead and critically evaluate the individual and the situation.~~

~~The teacher must be aware of various instructional trends and participate in exploration of possible changes in method or content of instruction.~~

~~The teacher shall demonstrate the ability to define the objectives of instruction and the ability to assess the results of the efficiency and effectiveness of the instruction.~~

~~A basic teaching assignment is described as follows or as outlined in the teacher agreement: The teacher will instruct regular classes, properly prepare lessons and tests, properly correct all assigned work, evaluate student's work, use care in filling out requested forms and reports; supervise bus arrivals and departures, playgrounds, cafeteria, hallways as special assignment, and as a general phase of daily work; make use of the extra help periods, (including chaperoning occasional nighttime affairs), and report to the assigned building on days as scheduled by the Superintendent of Schools; and attend other affairs periodic in nature, such as teachers' meetings, department meetings, community affairs directly related to the school, and to actively participate in the school program. Each teacher is required to carry out assignments from the building principal or other responsible administrator in conformance with school board policies and regulations of the school board and the Superintendent.~~

~~Teacher Job Description - Each teacher:~~

~~Is responsible for creating a class environment which is open and receptive to change.~~

~~Is to establish the necessary procedures for his/her instructional program in accordance with existing policies and regulations.~~

~~Is to continually evaluate the effectiveness of his/her instructional program.~~

~~Is to attend all scheduled department and staff meetings. If this is physically impossible, the teacher is to notify the department head and principal for approval.~~

~~Is to request, through the principal, approval to attend conferences and conventions and to initiate the necessary papers.~~

~~Shall be evaluated, in accordance with the current teacher evaluation program, and shall be notified immediately of the results.~~

~~Shall maintain open communications with parents, community agencies and organizations.~~

~~Shall initiate appropriate press releases and submit them to the principal for approval.~~

<p>Timberlane Regional School District</p>	<p>Policy Code: GCA</p>
<p>Adopted: 01-03-83 Revised: 04-04-91 Revised: 02-24-05 Revised:</p>	<p>Page 3 of 3</p>

~~Shall take advantage of such community resources as appropriate for the educational goals of this school with the approval of his/her principal.~~

~~Shall maintain accurate records on students, recording: test results, class attendance, discipline, and pertinent physical and mental health data.~~

~~Shall initiate all budget requests through the principal or designee.~~

~~Shall be included in open two-way communications among all members of the management structure, including the school board, while observing the chain of command.~~

~~Shall have a voice in the school staff which will help develop, organize, administer and explain the educational program for this school.~~

~~Is to aid in developing the curriculum within his/her teaching area and to suggest ways of integrating this curriculum with other departments where feasible.~~

~~In all areas is to see that the department and the administration are kept abreast of his/her actions and accomplishments.~~

~~Is responsible for reviewing the material in the teacher and student handbooks, and school board policy manual, and adhering to all pertinent information therein.~~

~~Is responsible for homeroom and all the duties assigned by the administration.~~

~~Is expected to honor the chain of command and can expect that he/she be treated as a "professional" in return.~~

~~Is expected to take an active part in staff development.~~

~~Shall maintain an up-to-date plan book and rank book.~~

~~Is not to leave the building during the day without getting permission from the principal. A teacher leaving the building with permission must sign out and in (on return) with the receptionist-secretary.~~

Timberlane Regional School District	Policy Code: GCB
Adopted: 01-01-83 Reaffirmed: 04-04-91 Revised: 02-24-05 Revised:	Page 1 of 1

PROFESSIONAL STAFF CONTRACTS

Contracts are required to protect the interests of the employee and the School District. ~~It is the duty of the School Board to develop and adopt standard contract forms conforming to all applicable laws, statutes and agreements, paying particular attention to the explicit statement of all clauses in order to avoid any misunderstandings between the signatories.~~ Every permanent professional employee shall be required to execute a contract with the School District. The contract (or electronic-contract) shall be signed by the employee and the Chairperson of the School Board.

Timberlane Regional School District	Policy Code: GCCBC
Adopted: 02-24-05 Revised:	Page 1 of 1

FAMILY AND MEDICAL LEAVE ACT

Consistent with the federal Family and Medical Leave Act of 1993, the School District recognizes that eligible employees have access to unpaid family for up to twelve (12) weeks per school year (July 1 through June 30). The intent of this policy is to summarize the Act as it applies to eligible employees of the School District. An employee should consult the regulations which implement the Act for more specific definitions and criteria for use. It is not the intent of this Policy to provide additional, or different, provisions than those specified in the Act and its implementing regulations.

To be eligible for family or medical leave, an employee must have been employed for at least twelve (12) months, have worked at least 1,250 hours during the prior twelve months, and be employed at a worksite where at least 50 employees are employed by the School District within a 75-mile radius of that worksite.

Family leave shall be provided when a son or daughter is born to the employee or when one is placed with the employee for adoption or foster care. Medical leave shall be provided in order for the employee to take care of a spouse, child, or parent who has a serious health condition rendering him/her unable to perform the functions of his/her job.

An employee may elect, or the District may require, an employee to use accrued paid vacation, personal, or family leave for purposes of family leave. An employee may elect, or the District may require, an employee to use accrued vacation, personal, or medical/sick leave for purposes of medical leave.

The employee shall notify the District of his/her request for leave, if foreseeable, at least (30) days prior to the date when the leave is to begin. If such leave is not foreseeable, then the employee shall give such notice as is practical. The District may require a certification from a health care provider if medical leave is request. When an employee returns following a leave, he/she must be returned to the same or equivalent position of employment. The Superintendent, or his/her designee, may reassign a teacher a different grade level, building, or other assignment, consistent with the employee's certification.

The District shall post a notice prepared or approved by the Secretary of Labor stating the pertinent provisions of the Family and Medical Leave Act, including information concerning the enforcement of the Act.

The user of this policy is also directed to the applicable provisions of any Collective Bargaining Agreements in the district.

Federal Statute:

Title 29 & 2601 et. Seq.

Timberlane Regional School District	Policy Code: GCEB
Adopted: 03-07-85 Revised: 04-04-91 Revised: 02-24-05 Revised:	Page 1 of 2

PROFESSIONAL STAFF RECRUITING

Staff recruitment is the responsibility of the Superintendent. Principals and other staff will assist the Superintendent as directed.

All teachers must be recommended by the Superintendent and approved by the School Board.

The Superintendent or designee shall ensure candidate references are vetted before nomination to the Board.

Legal Reference:

RSA 189:13-a, School Employee and Volunteer Background Investigations

RSA 189:39, How Chosen

~~The School Board and the administrative personnel realize that a sound educational system cannot be built and maintained without definite procedures for the recruitment of personnel.~~

- ~~1. The quality of the educational program in any school system is dependent upon the employment and retention of high caliber.~~
- ~~2. All currently employed personnel share a common responsibility for the procurement of the type of staff needed. They are expected to help in every way possible and specifically, by making the system aware of outstanding prospects at every opportunity.~~
- ~~3. Staff recruitment is responsibility of the Superintendent. Principals and other staff will assist the Superintendent, as needed.~~
- ~~4. First consideration will be given to those applicants seeking permanent, rather than temporary employment.~~
- ~~5. All professional staff selected for employment must be recommended by the Superintendent and approved by the school board.~~
- ~~6. In selecting nominees for instructional positions, the Superintendent, after considering recommendations of subordinates, will be guided by the following criteria.~~
 - ~~♣ Professional qualifications and credentials, including full state certification~~
 - ~~♣ Successful teaching experience~~
 - ~~♣ Specific requirements of position~~
 - ~~♣ Balance and stability within faculty~~
 - ~~♣ Budget considerations~~

Timberlane Regional School District	Policy Code: GCEB
Adopted: 03-07-85 Revised: 04-04-91 Revised: 02-24-05 Revised:	Page 2 of 2

- ~~7. Members of the immediate families of Timberlane Regional School Board members are not eligible for permanent employment within the district, unless so employed prior to such membership. Candidates for employment within the district who have members of their immediate family already employed in the district, shall not be placed in a subordinate position, nor within each other's influence. All such situations shall be reviewed by the supervisory staff and recommendations shall be presented to the school board for final approval.~~
- ~~8. District candidates for vacancies on the staff shall received first consideration, provided their background, training and qualifications for the position are equal to that of other candidates.~~

<p>Timberlane Regional School District</p>	<p>Policy Code: HP</p>
<p>Adopted: 06-16-83 Reaffirmed: 02-25-99 Revised: 02-24-05 Revised:</p>	<p>Page 1 of 1</p>

STAFF JOB ACTIONS

Strikes and other forms of job action are unlawful, and a violation of Board Policy. However, if a work stoppage occurs, the Board will keep schools open so long as the health and safety of the students and employees can be assured.

~~It should be understood that the School Board and administration judge any work stoppage by school district employees to be an illegal act. With this premise as a basis, the philosophy of the Board and administration will be to keep schools open so long as the health and safety of the students and staff can be assured. In the event that any work stoppage action should become an imminent threat to the health and safety of the students and staff an alternate plan of action will be immediately enforced.~~

Action Regarding Work Stoppage

The initial decision as to whether or not schools will remain open will be made by the Superintendent of Schools or his/her designee in consultation with the Chairperson of the School Board. If this consultation is not possible, the Superintendent or his designee is authorized to make the decision.

~~The decision as to what schools will remain open will be made by the Superintendent of Schools or his designee after consultation with the Chairperson of the School Board. If this consultation is not possible, the Superintendent or his designee is authorized to make the decision.~~

~~There will automatically be a meeting of the School Board at 7:30 PM during the evening the work stoppage has occurred. If prior warning of a possible stoppage is forthcoming, the Superintendent is authorized to call a School Board meeting to be held in the usual meeting place at 7:30 PM on the designated date. This decision will be made after consultation with the Chairperson of the Board, if possible.~~

It is expressly understood that no Board member other than the Chairperson (or designee) *or Superintendent* will issue any press release or statements in regard to the work stoppage. ~~The Chairperson and the Superintendent (or designee) are authorized to make joint statements that they deem to be in the best interest of the Board. In the absence of the Chairperson, the Superintendent (or designee) may operate under this authorization.~~

*Legal Reference:
RSA 273-A:13, Strikes Prohibited*

<p>Timberlane Regional School District</p>	<p>Policy Code: HPA</p>
<p>Adopted: 06-16-83 Reaffirmed: 02-25-99 Revised: 02-24-05 Revised:</p>	<p>Page 1 of 1</p>

STAFF JOB ACTIONS
(Unauthorized Staff Absences)

~~The Board is committed to uphold the law of the state of New Hampshire that a~~Any strike, job action or withholding of services by a public employee is illegal. ~~See RSA 273-A:13.~~

Any employee of the ~~Board~~ District who engages in a strike, job action, withholds services, absents himself without leave or authorization, or declines to perform all of his/her duties and responsibilities will be acting contrary to the law of the state, *to the Board policies and to any applicable individual contact.*

Any employee who so acts will:

1. ~~Suffer~~Incur a deduction in salary for every day he/she is absent from work.
2. Have an official reprimand placed in his/her permanent record.
3. ~~At the discretion of the School Board,~~ ~~b~~Be subject to immediate discharge for violating state law.

*Legal Reference:
RSA 273-A:13, Strikes Prohibited
Farrelly v. Timberlane Regional School Dist., 114 N.H. 560 (1974)*

Timberlane Regional School District	Policy Code: JLIF
Adopted: 10-16-08 Revised:	Page 1 of 2

RECEIPT AND USE OF SEX OFFENDER REGISTRY INFORMATION

The Board recognizes that sex offenders pose a threat and danger to student safety. Therefore, it is the policy of the Board to obtain notification of registered sex offenders residing near school grounds or buildings, and to use such information as defined below to maximize student protection.

The Board directs the Superintendent *and/or designee* to work with the state and local police to obtain this information on an ongoing basis, ~~to develop regulations for dissemination of this information,~~ and to establish procedures in compliance with this policy.

Building Administrators will monitor the official government website and direct all staff to view the website if changes have occurred. When registry information is disseminated to staff, it will include a notice that such information should not be shared with others and may only be used for the purposes discussed below. Employees who share registry information with others without authorization may be disciplined. If a school employee has reason to believe that a registered sex offender is on school premises, the employee will immediately contact either the building Principal or local law enforcement agency.

~~Such procedures should define steps for the identification and remedy of potential student contact with registered sex offenders, including but not limited to the following types of situations: the sighting of a sex offender, volunteer or student teacher background checks, district use of outside contractors, and dealing with employees, job applicants, parents or students who are registered sex offenders.~~

Requests for Registry Information

The Board recognizes that, under RSA 651-B:7, it is the responsibility of local law enforcement to notify the community of potential public danger. Therefore, the school district will not disseminate sex offender registry information to parents.

Anyone requesting registry information from the school district will be referred to local law enforcement authorities or the State of New Hampshire's Registered Sex Offender Registry website: <http://www.egov.nh.gov/nsor>.

Use of Sex Offender Registry Information

Registry information will be used for the administration of law enforcement, screening current or prospective school district employees or volunteers, and for the protection of the district's students and employees.

After receiving notification that a registered sex offender is residing near school buildings or grounds, the Superintendent will notify the offender in writing that he/she may not

<p>Timberlane Regional School District</p>	<p>Policy Code: JLIF</p>
<p>Adopted: 10-16-08 Revised:</p>	<p>Page 2 of 2</p>

enter the school grounds or building without the written consent of the Superintendent, except to attend public, open meetings under the Right to Know Law, RSA 91-A.

~~Sex offender registry information may be provided to employees who are likely to observe unauthorized persons on or near school property. When registry information is disseminated to staff, it will include a notice that such information should not be shared with others and may only be used for the purposes discussed below. Employees who share registry information with others without authorization may be disciplined. If a school employee has reason to believe that a registered sex offender is on school premises, the employee will immediately contact either the building Principal or local law enforcement agency.~~

Precautions to Protect Students

At the discretion of the Superintendent, alternative arrangements may be made for bus and walking routes to and from school, recess and physical education periods, or any other activity in order to protect district students.

Education

The Superintendent will ensure that the K-8 health curriculum addresses student awareness and protection from abuse, abduction and exploitation.

The board encourages the Superintendent to work closely with local law enforcement officials to increase awareness among the entire community about the danger of sexual predators to children.

See also policies EEA, GBCD, IHAM and JLIA.

Legal References:

- RSA 651-B:7, Registration of Criminal Offenders*
- RSA 169-C, Child Protection Act*
- RSA 169-C:29, Persons Required to Report*

Timberlane Regional School Board	Policy Code: BDE
Revised: 12-03-98 Revised: 02-24-05 Revised: 09-05-13 Revised: 05-07-15 Revised: 06-02-16	Page 1 of 1

BOARD/SUPERINTENDENT LEADERSHIP TEAM STANDING COMMITTEES

The Board may have the following standing committees as deemed necessary:

1. Facilities
2. Curriculum and Assessment
3. Policy
4. Safety
5. Personnel
6. Community Relations
7. Strategic Plan
8. Capital Improvement Plan
9. Wellness

Standing and special committees and delegations shall be appointed by the School Board Chair and approved by vote of a majority of the Board. Committees will meet as needed on challenges and opportunities pertaining to said committee.

The School Board Chair and the Superintendent will work together to appoint members to each committee from both the School Board and the Superintendent Leadership Team and to appoint co-chairs of each committee, one being a School Board member and the other being a member of the Superintendent Leadership Team.*

Only members of the committee may vote on committee matters and at least two members of the committee from the School Board and two members of the committee from the Superintendent Leadership Team must be present to hold a meeting.

All recommendations of the committees will be presented to the Superintendent's Leadership Team before presentation to the full board for action.**

*The Personnel Committee will be co-chaired by the School Board Chair and the Superintendent

**The Policy, Personnel and Community Relations Committees are not required to present recommendations to the Superintendent Leadership Team.

TIMBERLANE REGIONAL SCHOOL BOARD

COMMITTEE ASSIGNMENTS

2016-2017

<p>CAPITAL IMPROVEMENT PLAN <i>Stefanie Dube</i> <i>Donna Green</i> <i>Jack Sapia</i> Sue Sherman, Chair</p>	<p>LEGISLATIVE ADVOCATE <i>Peter Bealo</i></p>
<p>CHECK REGISTERS <i>Sue Sherman</i></p>	<p>PERSONNEL Peter Bealo, Chair <i>Sue Sherman</i> <i>Greg Spero</i></p>
<p>CITIZEN ADVISORY COMMITTEE <i>In-active at this time.</i></p>	<p>POLICY Peter Bealo, Chair <i>Jack Sapia</i> <i>Greg Spero</i></p>
<p>COMMUNITY RELATIONS & LIAISON <i>Peter Bealo</i> <i>Stefanie Dube</i> Greg Spero, Chair <i>Kelly Ward</i></p>	<p>PROFESSIONAL DEVELOPMENT <i>Sue Sherman</i></p>
<p>CURRICULUM & ASSESSMENT <i>Peter Bealo</i> <i>Rob Collins</i> Sue Sherman, Chair <i>Greg Spero</i></p>	<p>SAFETY <i>Dan Guide</i> <i>Sue Sherman</i> <i>Greg Spero</i> Kelly Ward, Chair</p>
<p>ENERGY <i>Stefanie Dube</i> <i>Dan Guide</i> <i>Jack Sapia</i> Kelly Ward, Chair</p>	<p>SERESC <i>Peter Bealo</i></p>
<p>FACILITIES <i>Dan Guide</i> Jack Sapia, Chair <i>Sue Sherman</i> <i>Kelly Ward</i></p>	<p>STRATEGIC PLANNING <i>Rob Collins</i> Greg Spero, Chair</p>
<p>FINANCE <i>Rob Collins</i> <i>Peter Bealo, Alternate</i></p>	<p>TRANSITION <i>Sue Sherman</i></p>
<p>GENERAL ASSEMBLY DELEGATES <i>Peter Bealo</i></p>	<p>WELLNESS <i>Donna Green</i> Sue Sherman, Chair</p>

**Timberlane Support Staff Union, AFT Local #6530, AFT-NH, AFL-CIO
and
The Timberlane Regional School District**

**MEMORANDUM OF UNDERSTANDING
*2016-17 March 14th Professional Development Day***

Whereas a professional development day was cancelled on March 14th due to inclement weather;

Whereas the collective bargaining agreement ("CBA") between the Timberlane Support Staff Union, AFT#6530, and the Timberlane Regional School District requires the paraeducators employed per the CBA to attend such professional development days;

Whereas the parties have considered an alternative manner for paraeducators to fulfill the contractual obligation for this one professional development day (5 hours) in lieu of adding the day to the end of the school calendar;

Therefore, the parties, the Timberlane Support Staff Union, AFT Local #6530, AFT-NH, AFL-CIO and the Timberlane Regional School District mutually agree to the following:

1. The five (5) hours of professional development will be offered in a variety of and in multiple after school sessions over the next few months in order to maintain flexibility and choice for staff;
2. The workshops offered will include some of the training that was to be provided on March 14th along with new events;
3. The sessions will be published in TeachPoint and staff will be given reasonable notice of such publishing so as to allow for staff to sign up for said sessions.
4. In the event a paraeducator is unable to complete the five (5) hours offered from the menu, the member will be required to prepare an individual plan, for all or part of the five (5) hours, which must be preapproved by the building administration. Such approval will not be unreasonably withheld.
5. Paraeducators who had planned and signed up to present on the PD day will be asked (but not required) to present those same workshops at their convenience.
6. This agreement shall apply only to the 2016-17 contract year and for the cancelled March 14, 2017 Professional Development Day.

For the Timberlane Support Staff Union, AFT
Local #6530, AFT-NH, AFL-CIO

For the Timberlane Regional School District

Gabrielle R. Bevilacqua, President

Dr. Earl Metzler, Superintendent

Date: _____

Date: _____

Gregory Spero,
School Board Chair

Date: _____

**Timberlane Teachers' Association, AFT Local #4796, AFT-NH, AFL-CIO
and
The Timberlane Regional School District**

**MEMORANDUM OF UNDERSTANDING
*2016-17 March 14th Professional Development Day***

Whereas a professional development day was cancelled on March 14th due to inclement weather;

Whereas the collective bargaining agreement ("CBA") between the Timberlane Teachers' Association, AFT#4796, and the Timberlane Regional School District requires the educators employed per the CBA to attend such professional development days;

Whereas the parties have considered an alternative manner for educators to fulfill the contractual obligation for this one professional development day (5 hours) in lieu of adding the day to the end of the school calendar;

Therefore, the parties, the Timberlane Teachers' Association, AFT Local #4796, AFT-NH, AFL-CIO and the Timberlane Regional School District mutually agree to the following:

1. The five (5) hours of professional development will be offered in a variety of and in multiple after school sessions over the next few months in order to maintain flexibility and choice for faculty;
2. The workshops offered will include some of the training that was to be provided on March 14th along with new events;
3. The sessions will be published in TeachPoint and staff will be given reasonable notice of such publishing so as to allow for staff to sign up for said sessions.
4. In the event a faculty member is unable to complete the five (5) hours offered from the menu, the faculty member will be required to prepare an individual plan, for all or part of the five (5) hours, which must be preapproved by the building administration. Such approval will not be unreasonably withheld.
5. Faculty members who had planned and signed up to present on the PD day will be asked (but not required) to present those same workshops at their convenience.
6. This agreement shall apply only to the 2016-17 contract year and for the cancelled March 14, 2017 Professional Development Day.

For the Timberlane Teachers' Association, AFT
Local #4796, AFT-NH, AFL-CIO

For the Timberlane Regional School District

Ryan Richman, President

Dr. Earl Metzler, Superintendent

Date: _____

Date: _____

Gregory Spero,
School Board Chair

Date: _____

SCHOOL BOARD GOALS

2016-17

The MISSION of the Timberlane Regional School District is to engage all students in challenging and relevant learning opportunities, emphasizing high aspirations and personal growth.

1. Academic Excellence

- 1.1 Support the Superintendent's Leadership Team and instructional staff in their pursuit of academic excellence and continuous improvement.
- 1.2 Timely and comprehensive presentations regarding all of the major assessment results will be presented to the Board (i.e. SAT, STAR, SBAC, AP, etc...).

2. Community Engagement and Parental Involvement

The Board will continue to dedicate district resources towards a centralized, professional and consistent community relations effort. The TPAF (Timberlane Parent Advisory Forum) is one of the ways the district is working toward this effort.

3. Capital Improvement Plan

The Board will review, adjust and implement the Capital Improvement Plan through school year 2016-17.

4. Working with the Budget Committee

The Board will increase communication with the Budget Committee, strive to improve our working relationship with the Budget Committee, and, in so doing, improve the budget process. In the spirit of collaboration, we will schedule one workshop to be held in conjunction with the Budget Committee.

5. Annual Report

- 5.1 Add significant content to the Annual report in an effort to make district information more accessible.
- 5.2 Support and perform necessary work to get annual audit completed in time to be part of the Annual Report.

6. Campuses and Grounds

The Board will support and dedicate appropriate resources in the pursuit of well-kept campuses and grounds in which we can all take great pride.

7. Drug Awareness

The Board will work in conjunction with community partners and school district leaders to keep the public aware of efforts regarding the substance abuse epidemic. The Student Assistance Program webpage is an example of this support.

Peter Bealo, Chair
Kelly Ward, Vice Chair

Timberlane Regional School Board

Adopted May 19, 2016



Frank Edelblut
Commissioner

Paul K. Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

April 5, 2017

Earl Metzler, II
Superintendent / SAU 55H / Hampstead
30 Greenough Road
Plaistow, NH 03865

Re: **Compliance Status Report Year 2015-2016: Indicator 12: Early Transitions**

Dear Dr. Metzler:

The New Hampshire Department of Education has determined, through a general supervision desk audit review, that the Hampstead school district had a 100% compliance level relative to 34 CFR 300.124: Transition of children from Family Centered Early Supports and Services (FCESS) to preschool special education for the July 1, 2015-October 31, 2015 report period.

a.	b.	c.	d.	e.	
# of children referred from FCESS	# NOT eligible prior to 3	# IEP by 3	# parent delay	# of children referred to Part C less than 90 days before their third birthday	Compliance
2	0	2	0	0	100%

Please contact Ruth Littlefield at (603) 271-2178 or ruth.littlefield@doe.nh.gov if you have any questions about this indicator.

Sincerely,

Santina Thibedeau
Administrator, Bureau of Special Education
State Director of Special Education

RL:MJ

cc: Karen Gallagher, Director of SPED



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Clark B. Freise, Acting Commissioner

1/30/2017

JAMES M HUGHES
SAU 55
30 GREENOUGH RD
PLAISTOW, NH 03865-

Subject Site: DANVILLE, DANVILLE ELEMENTARY SCHOOL, 5 SCHOOL ST
DES Site # 200101046, UST Facility # 0111168

Reference: Underground Storage Tank Facility Inspection Report

On January 30, 2017 the New Hampshire Department of Environmental Services, Waste Management Division (DES) conducted an inspection of the underground storage tank (UST) system(s) at the subject site. The inspection was conducted to determine the level of compliance with key elements of the New Hampshire Code of Administrative Rules Env-Or 400 Underground Storage Facilities (UST Rules) and Env-Or 500, Recovery of Gasoline Vapors. These rules were established for the purpose of reducing the number of product releases to the environment from UST systems and to establish a leak detection system which would alert a facility owner or operator before significant environmental damage and economic loss occurs. The inspection conducted at this facility is part of the DES release prevention effort.

Deficiencies noted during this inspection warrant your facility to be considered in substantial non-compliance with applicable rules. This means they pose a threat of a release to the environment and may result in a release going undetected. The following deficiency(ies) requires your immediate attention:

TANK #3 (Containing #2 HEATING OIL with Capacity of 10000 gallons)

Env-Or 405.09 and 406.08 require leak monitoring for piping be properly installed and continuously operate. The low point sump and leak monitoring system must be maintained pursuant to the requirements of Env-Or 406.08. Additionally, Env-Or 407.05(d) and Saf-C 6000 requires that UST system components be installed in accordance with fire code requirements.

The DES inspector has determined that a day tank associated with the UST piping system does not meet the auxiliary tank requirements of NFPA 31 or the requirements of NFPA 30 for a tank in a building in violation of Env-Or 407.05(d).

(1/2 copper fuel line running inside building from day tank to day tanks)(des inspector would like to inspect piping and day tanks inside building with DES Engineer)

The day tank must be made compliant with the outside atmospheric and emergency venting, secondary containment, interstitial monitoring, high level alarm, and overfill protection requirements of NFPA 30 or NFPA 31 as applicable. Please note that plan approval pursuant to Env-Or 407.01 is required for day tank system replacement.

The above noted **deficiencies must be corrected within 30 days** of the date of this inspection. To verify that the proper corrective measures were taken, documentation, in the form of a report from the

DES Web Site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3899 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

certified technician that effected the repair, testing results, invoices, inventory records, photographs, etc., indicating the date and description of the corrective measures taken must be **submitted to DES within 45 days** of the date of this inspection. Please be advised that failure to correct the deficiencies in a proper and timely manner will result in DES proceeding under the DES Compliance Assurance Response Policy to determine an appropriate enforcement response. Please note that New Hampshire RSA 125-C and 146-C authorize permit revocation, administrative fines not to exceed \$2,000 per violation, administrative orders, delivery prohibition, injunctive relief, and civil penalties not to exceed \$10,000 per violation per day of continuing violation, and \$25,000 for each continued day of a repeat violation.

Your signature below acknowledges that you were briefed by DES staff concerning the noted deficiencies. Should you have any questions concerning the content of this letter, please contact me in the Waste Management Division of DES at (603) 271-3899. DES appreciates your willingness to comply with the UST program in an effort to preserve New Hampshire's environment.

Sincerely,



1/30/2017

ROBERT STOCKMAN, Inspector

Date

JAMES M HUGHES, Facility Manager

Date

Important Dates

Requirement	Tanks	Next Date Due	Frequency
Tank Leak Monitor Test	3	3/24/2017	Annual
LLD Function Check	N/A	N/A	Annual
Tank Corrosion Protection Test	3	4/30/2017	Every 3 years
Piping Corrosion Protection Test	N/A	N/A	Every 3 years
Fittings Corrosion Protection Test	N/A	N/A	Every 3 years
Spill Bucket Tightness Testing	3	12/22/2017	Every 3 years
Overfill Testing	3	1/30/2020	Every 3 years
Primary Containment System Tightness Test	N/A	N/A	Every 3 years
Operator Monthly Checklist			Monthly
KEVIN BARTOSE - A Operator Training		5/14/2017	Every 2 years
MICHAEL REED - B Operator Training		5/14/2017	Every 2 years

Hughes, James

From: Stockman, Robert <Robert.Stockman@des.nh.gov>
Sent: Tuesday, March 21, 2017 10:35 AM
To: Hughes, James
Cc: 'John Paradise'
Attachments: danville.pdf; DSCF7942.JPG; DSCF7938.JPG; DSCF7937.JPG; DSCF7936.JPG; DSCF7932.JPG; DSCF7956.JPG; DSCF7972.JPG

Dear Mr. Hughes,

March 21st 2017

Thanks for meeting with DES personnel on February 14th to review your facility.

This email is intended to be a supplement to the Underground Storage Tank (UST) facility Inspection Report from Robert Stockman dated January 30, 2017 (attached) specific to the report's day tank deficiencies item on page 1 of 2.

Codes/references noted below from:

- NHDES Env-Or 400, Underground Storage Tank Facilities.
- NFPA 30, Flammable and Liquids Code Handbook, 2012 edition.
- NFPA 31, Standard for the Installation of Oil-Burning Equipment, 2011 edition.

The inspection of your existing system found:

-
- Concerning the day tank and burnable materials in the fire protected system room, Please provide protection for both pipe entry locations (UI-971 underground pipe) with the 18 minimum gauge steel box as discussed at a minimum,

Boiler Rooms 1/2/3

1. Consists of an day tank (single wall)
 - a. **Deficient: It appears the existing day tank can't be upgraded to a meet code as there is no method I know of to economically upgrade this tank to a code compliant double walled tank. See items #9 and #24 below for options.**
2. Some supply and return fuel lines in the boiler room have flex lines as well as various brass components (shut off valves, check valves etc).
 - a. **Deficient: The supply and return pipes from the UST to the pump and to the day tank and back to the UST are required to be schedule 40 steel pipe with ductile iron or stainless steel components. NFPA 30-12 27.2.4.**
3. The electric motor's fuel pump (providing suction from the UST and pressure to the day tank) appeared to be manufactured from steel (but have brass 90's on them which are not acceptable).
 - a.
4. Remove and replace all brass (or other soft metal) components in the supply pipe system with materials acceptable per NFPA 30 Chapter 27.4. To include but not limited to: ball valves, check valves, gauges, solenoids, regulators tees etc.

Pipe entrance to building:

5. The coaxial pipe, (UL-971) is a underground pipe and not acceptable to be aboveground as it has no fire protection qualities. See photos #7745, 7746 & 7747.
 - a. **Deficient: Provide a fabricated 18 gauge minimum steel box which will bolt to the floor and provide 100% coverage around the pipes, the transition of UL-971 pipe to schedule 40 pipe will take place in this protective box. See photo # 7932 an example.**

6. There is no shutoff valve (i.e. hand operated ball valve) on the supply pipe as the pipe enters the building.
 - a. **Deficient: Provide a shutoff valve immediately above the 18 gauge steel box (supply pipe only). NFPA 31, 8.7.1(4)**

7. All copper lines from day tank to tank need to be replaced with schedule 40 steel
 - a. **Deficient :Please replace with minimum schedule 40 steel pipe that complies with either ANSI/ASME NFPA 31,8.2.1.1**

- 8.
9. Confirm there are no valves or other blockages on the return piping (inspect tank sump). If valves exist or placed for initial pipe tightness testing, remove the handle and attach to the valve for future use with a zip tie.

New Day Tank (option #1)

10. Installing a new code compliant UL 142 day tank per NFPA 30-12 21.4.2. Items to include:

11. **Double walled secondary containment:** The new day tank must have secondary containment via a doubled walled construction. NFPA 30-12 22.11.

12. **Interstitial monitoring:** Provide interstitial monitoring of the secondary containment. Requires visual/audible alarms of the secondary containment and also provides supply pump de-activation (or de-power solenoids). NFPA 30-12 22.11.

13. **Interior product piping:** All interior piping from the main supply tank (UST) to the day tank shall conform to NFPA 30-12 27.4, no low point melting materials, schedule 40 steel pipe, steel/ductile iron valves, pumps, solenoids etc.

14. **Atmospheric venting:** Provide atmospheric venting to the outside of the building per NFPA 30. Provide correct offset distances to windows/doors and powered ventilation air intakes. NFPA 30-12 27.8.1.3

15. **Emergency venting:** Provide emergency venting to the outside of the building per NFPA 30 for both the primary and secondary portions of the tank. Note, the 2 emergency vents can be combined and exit with one singular pipe. Provide correct offset distances to windows/doors and powered ventilation air intakes. NFPA 30-12 27.8.1.3

16. **Emergency vents calculations:** If the day tank is not adjacent to the outside wall/ceiling (resulting in a lengthened emergency vent pipe) which questions the pipes ability to provide the required discharge (cfm). The pipes length as a calculation of its diameter must be calculated to document compliance with

emergency vent sizing to the outside for the emergency primary and secondary portions of the tank. As vent pipe length increases the available capacity (cfm) of the pipe decreases. Confirm the pipe diameter is sufficient for the length proposed. NFPA 30-12 27.8.1.6

17. **Product level gauge:** The day tank shall have a product level gauge. NFPA 30-12 22.11.4.4
18. **90%, high shutoff, normal operation (filling):** Based on tanks overall volume, cut off supply pump and/or solenoid valves at 90%. (visual & audible alarm required if operator filled) NFPA 30-12 22.11.4.5
19. **95%, high-high shutoff, protection level alarm:** Based on tanks overall volume. Requires visual/audible alarms at 95% along with overfill prevention requirements; either cut off supply pump, backup solenoids or adequately sized return piping. NFPA 30-12 22.11.4.5
20. **All piping connections shall be above the maximum liquid level:** NFPA 30-12 22.11.4.2
21. **Anti-siphon valve(s):** Provide on outlet pipe suppling boiler. NFPA 30-12 22.11.4.3
22. **Tank location:** Note: A tank between 10 gallons and 1320 gallons shall not be placed within 5 ft horizontally from any open flame or fuel burning appliance unless separated from the source of heat by a barrier having at least 1-hour fire resistance rating extending horizontally at least 1 ft past the liquid fuel burning appliance or the tank, whichever is greater, and extending vertically from the floor to ceiling. NFPA 30-12, Supplement 1, 7.5.7
23. **Interior product piping:** All interior piping from the day tank to the boiler shall be at least to NFPA 31 piping standards. See NFPA 31-11 8.2.2.1
24. **Identification for emergency responders:** Provide a labeled NFPA hazard diamond on the approach side of the tank (tanks over 60 gallons). Any questions on if the room should also be provided with a hazard symbol should be directed to the local fire chief. NFPA 30-12 21.7.2.

Alternative system. The above changes to the system are necessary due to the requirements of NFPA 30 Chapter 27 and NFPA 31. An alternative system that may be cost effective and eliminate the existing single walled day tank should be considered and reviewed by your contractor. A replacement of your day tank with a "large pipe" storage system may offer the same benefits as the current day tank with no requirements under NFPA 30, and the full system would remain under solely NFPA 31. NFPA 31 does allow copper lines and brass valves etc to be used in the full system, including the piping in the boiler room. A few points:

25. Large pipe (option #2)
 - a. Fabricated from a large diameter schedule 40 steel pipe with welded ends and fittings. See example photo of a vertical large pipe system, photo 1663.
 - b. Could be constructed to meet the same approximate volume of the existing day tank.
 - c. A diaphragm switch would be added to control the fuel pump on/off activation.
 - d. Piping/valves etc that don't comply with NFPA 30 may comply with NFPA 31 as noted above and could remain.

Note, all above work must be completed by an ICC certified contractor (NHDES Env-Or 402.06).

With the changes noted above, I suggest your contractor contact DES prior to any work performed to discuss the scope and confirm the proposed work will meet all applicable codes.

The inspection reports schedule of completing the deficiencies has since past, but as noted during the inspection, DES will continue to work with you on a completion schedule if work continues to progress on resolving these deficiencies in the system within a reasonable timeframe.

Feel free to call or email to ask any questions or to gain more clarification of any items above.

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